

(This page left blank)

NEGOTIATED AGREEMENT

Between

NAVAL AIR TERMINAL NORFOLK

and

AFGE LOCAL 53

(This page left blank)

<u>ARTICLE</u> <u>NO.</u>	<u>INDEX</u> <u>TITLE</u>	<u>PAGE</u>
	Preamble	4
	Witnesseth	4
1	Provisions of Law and Regulation	5
2	Recognition and Unit Determination	6
3	Rights and Responsibilities of the Employee	6
4	Rights and Responsibilities of the Union	8
5	Rights and Responsibilities of the Activity	12
6	Boards and Committees	14
7	Beneficial Suggestion Program	14
8	Breaks	14
9	Civilian Employee Assistance Program	14
10	Civic Responsibilities	15
11	Contracting Out of work	16
12	Details	16
13	Disciplinary Actions	17
14	Dues Deduction	19
15	Equal Employment Opportunity	20
16	Employee Debts	21
17	Government Owned Facilities, Equipment, Vehicles, and Services	21
18	Grievance Processing	22
19	Arbitration Procedures	26

<u>ARTICLE</u>	<u>INDEX</u>	<u>PAGE</u>
<u>NO.</u>	<u>TITLE</u>	
20	Holidays	28
21	Hours of Work	28
22	Annual Leave	30
23	Sick Leave	31
24	Negotiation and Consultation	34
25	Overtime and Differential Pay	34
26	Parking	35
27	Pay	36
28	Performance Appraisals	36
29	Personnel Records	36
30	Position Descriptions	37
31	Promotions and Merit Staffing	37
32	Reduction in force, Reorganization, and Transfers of Functions	38
33	Safety	38
34	Smoking	39
35	Training	40
36	Travel/Temporary Duty	40
37	Publication/Duration of the Agreement	41

PREAMBLE

This Agreement is between the activity signatory to this agreement, the hereinafter referred to as the Activity, and Local 53 of the American Federation of Government Employees, hereinafter referred to as the Union.

Both parties agree that the purpose of this Agreement is to prescribe certain rights and responsibilities of the Union and Activity as mandated by Public Law 95-454, the Civil Service Reform Act of 1978, and the Executive Order 12871 of 1994 and to provide Employees the opportunity to participate in decision affecting conditions of employment through their exclusive representatives.

It is agreed that this Agreement is not all-inclusive and that certain conditions of employment are not specifically covered. This does not lessen the responsibility, but rather compels the Parties to meet periodically for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered in the Agreement.

WITNESSETH

In consideration of the mutual "covenants" herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of public business; and

WHEREAS the efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between labor unions and management officials; and

WHEREAS subject to the law and the paramount requirements of the public service, employee-management relations within the Federal Service should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment; and

WHEREAS effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of labor unions and agency management; and

WHEREAS the parties hereto recognize that the common goals of efficient and economical operation of the Activity and the well being of its employees depend upon their continued joint effects to eliminate waste; conserve materials and supplies; improve the quality of workmanship; improve and safeguard Government property and material; encourage the submission of improvement and cost reduction ideas; prevent accidents; and strengthen good relations between the Activity, the employees, and the local community; and

WHEREAS it is the policy of the Department of the Navy that management officials shall consult with the representatives of labor unions and other lawful groups, and should, as a matter of good employee relations, encourage them to express themselves concerning the development and implementation of personnel policies and new programs affecting working conditions, this policy recognizes that effective communication between employees and management develops respect and creates good will, that employees may express their collective views more freely through a labor union than individually, and that discussion of mutual problems is of advantage to both employees and management.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, the Activity, Union, and employees shall be governed by the laws and regulations of appropriate government authorities, including applicable policies set forth in Department of Defense and Department of the Navy

policies and regulations; or by the regulations of appropriate government authority required by law.

ARTICLE 2

RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Union is the exclusive representative of all employees in the bargaining unit as defined in Section 2 of this article. The Union represents the interests of all such employees with respect to grievances, personnel policies, practices, and procedures or other matters affecting conditions of employment.

SECTION 2. The bargaining unit is comprised of all graded civil service employees assigned to naval Air Terminal Norfolk physically located at Naval Station, Norfolk, Virginia. The unit excludes supervisors, management officials, and employees engaged in federal personnel work in other than a purely clerical capacity.

SECTION 3. The provisions of this Agreement shall be binding on the parties for any new function acquired by the Activity.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

SECTION 1. Each bargaining unit member, hereinafter referred to as the employee, shall have the right to form, join, or assist the Union, or 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.

SECTION 2. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Activity or Union.

SECTION 3. Each employee shall be informed annually of their right to union representation. In short, a representative of the Union shall be given an opportunity to be present at any examination of an employee in

connection with an investigation conducted by a representative of the agency if:

(1) The employee reasonable believes that the examination may result in a disciplinary action, and

(2) The employee requests representation.

SECTION 4. The Union is the exclusive representative of all bargaining unit employee for all matters within the scope of the collective bargaining and this Agreement except where a specific statutory exception provides that an employee may be represented by "an attorney or other representative."

SECTION 5. When a Union representative is not immediately available, the meeting will be deferred for a reasonable period of time to allow for the presence of representation.

SECTION 6. Employees will be granted reasonable amounts of official time to consult with Local 53 union representatives, human resources office representatives, equal employment opportunity office representatives, or any other Official Activity function. Official time granted for these purposes will not unduly interfere with the work of the Activity and will not result in avoidable travel costs. Employees desiring to consult with Local 53 union representatives will obtain permission from their immediate supervisor or designee in order to leave the work place to meet with representatives.

SECTION 7. As a basic condition of employment, all employees are require to:

a. maintain regular and reliable attendance;

b. Carry out assigned duties in accordance with established standards and good, safe work practices;

c. Demonstrate courtesy and integrity in dealings with customers, co-workers, supervisors and the public; and

d. Refrain from misconduct which impairs the efficiency of the service.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF THE UNION

SECTION 1. The Union will be the exclusive representative of the bargaining unit employees. The Union's responsibilities are to: (1) present the views of employees to the appropriate authority, and (2) engage in collective bargaining on behalf of the employee.

SECTION 2. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, gender, sexual persuasion, age, physical disability, civil service status, religious belief, or marital status.

SECTION 3. NO Union representative will be denied any right or privilege, otherwise entitled to because of their Union affiliation. Union activity cannot be a basis for lowered performance appraisal.

SECTION 4. The Activity recognizes all local and National Officers of the Union. Arrangement for their visits to the Activity during reasonable times on the appropriate business and subject to applicable security regulations will be provided by the Activity. The Union will give reasonable advance notice to the Activity in regards to the date and purpose of the visit.

SECTION 5. Reasonable amounts of Official time will be granted to the Union as follows:

- a. consult or negotiate with the Activity;
- b. represent a Unit employee or act as the representative during preparation and presentation of a Unit employee's grievance;
- c. otherwise enter into a discussion with a representative of the Activity,
- d. enter into a problem resolving discussion with a Unit employee with respect to the employee's conditions of employment;

e. serve as the Union's representative during an investigation or examination; and

f. engage in other protected activities for which official time is an entitlement under Public Law 95-454.

g. The parties may enter into additional memorandum of understanding (MOU's) on the subject as necessary.

SECTION 6. The granting of official time for union activities will not unduly impede the work of the Activity or result in avoidable travel costs. In this regard, the Union will strive to make maximum effective use of its representatives. Disputes concerning the use of official time will be resolved by the Activity Commander's designated representative and the Union.

SECTION 7. All chief stewards and stewards of the Union will obtain permission from their immediate supervisor before transacting appropriate official Union activities. When a Union steward desires to contact an employee in another work area, he/she must first obtain permission from his/her immediate supervisor to leave the workplace to discuss a grievance or complaint. The employee who the steward is contacting must request permission from his/her immediate supervisor in order to leave the workplace to meet with the steward in a common meeting area. The supervisor will make the employee available for discussion unless there are compelling circumstances to the contrary. In such cases, the union steward shall be informed when the employee will be available for discussion.

SECTION 8. The Union shall be given the opportunity to be present at all formal discussions between management and employees concerning grievances, changes in personnel policies and practices or other matters affecting general working conditions of employees in the Unit. Formal discussion is defined in 5 U.S.C. 7114(2)(a). This includes adjustments of grievances, complaints, or appeals which meet the intent of being a formal meeting under the law.

SECTION 9. Union stewards shall be equitably distributed throughout the bargaining unit so that the demands for official time do not disproportionately impact any one organizational component or result in avoidable travel

costs. The numbers of stewards and their areas of representation shall be based on documented need and may be adjusted from time to time by mutual consent of the parties to insure the arrangements continue to be responsive to the interests of the parties. Absent critical workload impact, representatives will be excused on authorized business when requested. If such is not possible, the representative will be told when he/she can be released.

SECTION 10. Each supervisor of a union steward or other representative will, along with the representative, reach an understanding concerning the procedures for requesting, approving, and recording of official time which satisfies the mutual interests of the parties. As a minimum, the recording of official time will include the amount of time spent per day, location, and purpose in as few words as possible.

SECTION 11. The Activity agrees that suitable space at the Naval Air Terminal, Norfolk, when it can be made available by the Officer in Charge (OIC), may be used by AFGE representatives during working hours for meetings regarding matters pertinent to this Agreement. The Activity also agrees that during the time when such space is made available, it will be designated for exclusive use for AFGE business.

SECTION 12. Stewards are encouraged in the performance of their duties to:

a. advise employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors and applicable chain of command;

b. advise the cognizant supervisor and activity officials of potential problem area;

c. seek to determine the merits of an employee's complaint through the collection and consideration of facts;

d. advise the employee on the merits of his/her complaint and the action which it warrants; and,

e. assist the employee in presenting a complaint to appropriate supervisory personnel when the employee so requests.

SECTION 13. Consistent with government regulations, union representatives may use any office equipment normally assigned to them incidental to their duties for handling grievances and other representational matters, unless it is impeding the regularly assigned duties in the work center, such as offices with shared printers, copier, phone lines, etc.

SECTION 14. The Union will be granted official time to perform the following representational duties without charge to leave or loss of pay:

a. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement;

b. Presentation and processing of grievances in accordance with Article 20 of this Agreement;

c. Attendance at management-initiated meetings, by mutual agreement, not otherwise described in this Agreement;

d. Participation on committees or panels as authorized by this Agreement.

e. Participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and

f. Serving as the representative at a hearing before an administrative judge of the MSPB or EEOC;

g. When negotiating a supplement to this Agreement; and

h. Approved representational training.

SECTION 15. Official time shall not be granted for the following activities except as ruled negotiable by pertinent FLRA decisions and agreed to by the Activity:

a. Matters pertaining to internal management of the union;

b. Membership meetings;

c. Soliciting of memberships;

d. Collecting of dues or assessments;

e. Campaigning for council/union office;

f. Distributing or posting of union literature, notices, and authorization cards.

SECTION 16. On occasions official time, annual leave, or leave without pay (LWOP) will be authorized for Officers to attend district meetings or National Conventions in accordance with applicable laws and regulations.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF THE ACTIVITY

SECTION 1. It is agreed and understood that, in accordance with 5 U.S.C. 7106, nothing in this Agreement shall affect the authority of any management official of the Activity;

b. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. in accordance with applicable laws-

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

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

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

(a) among properly ranks and certified candidates for promotion; or

(b) any other appropriate source, and

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

This provision shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

Nothing in this Section shall preclude the Activity and the Union from negotiation procedures which management Officials of the Activity will observe in exercising any authority under this Article or from negotiating appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such Activity officials.

SECTION 2. The Activity reserve the right to take whatever actions necessary to carry out the assigned mission during emergency situations.

SECTION 3. The right to make rules and regulations shall be considered acknowledged functions of the Activity. In making rules and regulations relating to personnel policy, procedures and practices and matters of working conditions, the Activity shall give due regard and consideration to the obligations imposed by this Agreement and appropriate laws and regulations.

SECTION 4. The parties will adhere to the goals of partnership and cooperation embodies in applicable governing laws and regulations.

SECTION 5. Negotiations will be carried out in accordance with the Federal Labor Relations Statute.

ARTICLE 6

BOARDS AND COMMITTEES

SECTION 1. The parties will consult concerning representation or membership on established boards and committees.

ARTICLE 7

BENEFICIAL SUGGESTION PROGRAM

Section 1. All employees in the unit shall be encouraged to participate in the incentive awards program. It is the desire of the Activity and the Union that all beneficial suggestions be processed in a timely and expeditious manner. An employee encountering unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion will refer the matter to the incentive awards administrator who in tur will take reasonable steps to resolve the problem, as provided by applicable agency instructions and regulations.

ARTICLE 8

BREAKS

SECTION 1. Provisions for breaks will be mutually agreed upon.

ARTICLE 9

CIVILIAN EMPLOYEE ASSSISTANCE PROGRAM

SECTION 1. Employees and supervisors are encouraged to utilize the services of CEAP to the maximum extent.

ARTICLE 10

CIVIC RESPONSIBILITIES

SECTION 1. In the event an employee is summoned by jury duty or as a witness on behalf of the government, he/she shall be excused for such duties and paid in accordance with current regulation. It is the employee's responsibility to provide timely and official notification to the Activity.

SECTION 2. Employees will be encouraged to exercise their rights and privileges as Americans to vote in all national, state, and local municipal elections or referendums. Each request for administrative leave, subject to workload and manpower necessity, shall be granted for voting based on the following:

a. Employees whose voting residence is within thirty (30) miles of their work center shall be granted an amount of excused time to vote which will permit them three hours after the polls open or three hours before the polls close, whichever requires the lesser amount of off time.

b. For those employees whose voting residence is over thirty (30) to fifty (50) miles from their work center, a period of four hours after the polls open or four hours before the polls close will be allowed, whichever requires the lesser amount of time off.

c. For those employees whose voting residence is over fifty (50) to seventy-five miles from their work center, a period of five hours after the polls open or five hours before the polls close will be allowed, whichever requires the lesser amount of time off.

d. If voting by absentee ballot is not allowed, employee whose voting residence is beyond seventy-five (75) miles from their work center shall be excused for the time necessary to vote, but not exceed eight hours.

e. Voting arrangements requiring excused leave will be made with the employee's immediate supervisor prior to election day, to prevent undue interruptions to work operations.

SECTION 3. For employees that vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, provided registration cannot be accomplished on a non-work day and the place of registration is within a reasonable one-day round trip travel distance of the employee's place of residence.

ARTICLE 11

CONTRACTING OUT OF WORK

SECTION 1. The Activity agrees to consult with the Union prior to contracting out bargaining unit work or assignment of bargaining unit work to employees not within the unit when such action would adversely affect unit employees.

SECTION 2. In the event that a decision is made to contract out a function, the Activity will promptly notify the Union, and provide the Union with documentation supporting why the decision to contract out was made.

SECTION 3. The Union will be given sufficient time to study the documentation and be permitted to express their views and initiate impact and implementation bargaining prior to changes being effected that will adversely impact bargaining unit employees.

SECTION 4. Impact and implementation bargaining will begin within a reasonable amount of time after notice to the Union.

SECTION 5. Where contractor personnel are to be assigned to work with unit employees, the Union will be provided prior notice of the functions to be performed by the contractor and identify contractor personnel.

ARTICLE 12

DETAILS

SECTION 1. Details will not used to give an employee training and experience to qualify for higher level work unless the employee has qualified for the training under

the terms of an established training program or has been selected in accordance with Merit Staffing Program.

SECTION 2. Details will be in accordance with current government-wide regulations. Qualified volunteers will first be sought from all eligible in the specific work area concerned. Selection may be made from those volunteers considered for performing the duties of the details.

SECTION 3. Employees details to performed the duties of an established position of higher grade within the unit, in excess of 10 calendar days, shall be considered for temporary promotion where they have assumed the full scope of the position and are performing essentially all the duties

SECTION 4. All details in excess of 120 calendar days shall be documented on a Standard Form 50 with copy given to the employee and a copy placed in the employee's Official personnel folder (OPF).

SECTION 5. At the employee's request, details less than 120 calendar days but greater than 30 calendar days will be recorded in the employee's official personnel folder (OPF).

ARTICLE 13

DISCIPLINARY ACTIONS

SECTION 1. The objective of discipline is to correct the offending employee's behavior and maintain discipline and morale among other employees. Disciplinary action must be for such cause as promotes the efficiency of the service. There are alternatives to formal disciplinary action. Where, at the level of recognition, the parties have agreed to such alternatives, disciplinary actions can be treated as disputes subject to resolution through a number of alternative dispute resolution techniques.

SECTION 2. An oral admonishment and letter of caution are instructional in nature and serve only to place an employee on notice that a certain type of conduct is not permitted and may effectively correct deficiencies in an employee's conduct. Oral admonishments and letters of caution will not be made a matter of record in the employee's official

personnel file. A letter of requirement, on the other hand, is a written order which may be grieved. It may also serve to correct an employee's conduct.

SECTION 3. Letters of reprimand, and suspensions of 14 days or less, are formal disciplinary actions and are subject to the grievance procedure. Suspensions of more than 14 days, demotions, and removals are adverse actions that are appealable to the MSPB within 30 days after the effective date of the action.

SECTION 4. Letters of caution and oral admonishments are not subject to the grievance procedure of this Agreement.

SECTION 5. The Activity has the burden of developing the evidence necessary to support a disciplinary action. In this regard, the Union shall be given the opportunity to be represented at any examination of an employee in connection with an investigation conducted by any representative of the agency if: (1) the employee reasonably believes that the examination may result in disciplinary action against him/her and (2) the employee requests representation.

SECTION 6. If disciplinary action is contemplated, the activity will notify the employee or the union of their intent of action.

SECTION 7. Before taking action, the activity will give the employee an opportunity to explain his/her position, with the union present, which may possibly eliminate any necessity for initiating disciplinary action.

SECTION 8. All material in the official case file used to support a disciplinary action is available for review in the Labor and Employee Relations Department, Human Resources Office, by the employee and union upon request.

SECTION 9. An employee whom a suspension or adverse action is proposed is entitled to:

a. An advance written notice stating the specific reasons for the proposed action;

b. A reasonable time to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

c. Be represented by AFGE or an attorney or other representative (any representative other than a Union representative will be at the employee's expense); and,

d. A written decision on or before the effective date of the action, which includes notice of the employee's right to grieve or appeal, as appropriate.

ARTICLE 14

DUES DEDUCTION

SECTION 1. To ensure the smooth functioning of the program for voluntary allotments for payment of dues, the following outlines the responsibilities of the parties concerned and the procedures to be followed:

a. The union is responsible for purchasing in standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of its dues, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

b. The Union will deliver completed forms authorizing the deduction of dues to the Activity for payroll processing.

c. The Union shall immediately notify the Activity in writing when any member of its organization that is participating in the dues deduction program is expelled or for any reason ceasing to be a member of good standing.

d. When an employee loses eligibility to have dues withheld, the Activity will so annotate the servicing payroll office of the SF-50.

e. The SF-1188 is available from the Union office and will be received and processed as set forth below. All SF-1188's will be processed through the Union office first.

f. The Union will receive any properly executed SF-1188, and forward it to the HRO and the Employer's Payroll Office, indicating in the appropriate block the effective date of the cancellation, which must be the start

of a pay period. Such revocation will not be effective, however, until the first full pay period following the anniversary of the beginning date of the employee's dues allotment. If the allotment is not revoked at the end of the first year, and subsequent revocation will be effective the first full pay period following the anniversary date, provided the revocation is received in the Union Office before such date.

g. In accordance with law, dues sign up and revocation cannot be done while an employee is in a duty status.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The parties subscribe to the policy of nondiscrimination and will assure that equal employment opportunity be afforded all qualified persons consistent with law and to prohibit discrimination against any employee or applicant because of sex, race, color, religion, age, national origin, or physical or mental handicap. The Activity and the Union each has a positive and distinct role in carrying out the concepts of equal employment opportunity.

SECTION 2. In keeping with Section 1 above, the Activity will establish or participate in a comprehensive EEO program consistent with guidelines received from higher authority. The Union will fully support EEO policies, programs, and objectives.

SECTION 3. An employer who feels he/she has been discriminated against must initiate contact with an EEO counselor within 45 days of the date of the matter alleged to be discriminatory, or in the case of a personnel action, within 45 days of the effective date of the action.

SECTION 4. The Activity shall extend the 45-day time limit when the individual shows that he or she was not notified of the time limits and was not otherwise aware of them; that he or she did not know and reasonable should not have known that the discriminatory matter or personnel action occurred; that despite due diligence he or she was prevented by circumstances beyond his or her control from

contracting the counselor within the time limits; or for other reasons considered sufficient by the Activity.

SECTION 5. In any case where a discrimination action or practice is found, corrective action will be taken to ensure that such practice is remedied and not repeated. Reprisal against a complaint or a witness for a complaint is prohibited, and such action may be interpreted as an act of discrimination. The parties agree to use ADR to try to resolve complaints of discrimination.

ARTICLE 16

EMPLOYEE DEBTS

SECTION 1. Employees who fail to pay just debts are liable to have their pay garnished if the Agency is ordered to do so by a court of competent jurisdiction. Failure to pay just debts may be regarded as a disciplinary infraction where there is a connection between that particular conduct and efficiency of the service.

SECTION 2. Employees experiencing financial problems are encouraged to avail themselves of the services of the Civilian Employee Assistance Program.

ARTICLE 17

GOVERNMENT OWNED FACILITIES, EQUIPMENT, VEHICLES, AND SERVICES

SECTION 1. The Activity will provide the AFGE Union Local 53 adequate administrative office space to accommodate the functions of the Union. The space shall be provided without cost to the Union and be equipped with standard office equipment to include des, chars, filing cabinets, telephone access (including a DSN line), fax machine and such other equipment and furnishings as may be desirable and mutually agreeable. Requests for replacement furniture may be made by the Union, and replacements made where warranted by the condition of the items. The Employer will provide the union a copier and complete e-mail, and internet access.

SECTOIN 2. Union representatives are permitted to use government telephones for the transmittal of representational information providing there are no toll charges associated with the transmission.

SECTION 3. Government copy machines can be used to reproduce representational material such as grievances and grievance-related correspondence.

SECTION 4. use of the activity guard mail system is authorized for representational material such as grievance and grievance-related material.

SECTION 5. Government owned vehicles are not normally authorized for union duties. However, the Activity may grant authorization in extenuating circumstances. Prior authorization must be obtained before use is permitted.

SECTION 6. The Activity will authorize the Union to use designated Activity bulletin boards, training rooms, conference rooms, etc. when it determines such use will be mutually beneficial and subject to mutual consent.

SECTION 7. Telephone numbers of key union personnel will be published in the activity telephone directory.

ARTICLE 18

GRIEVANCE PROCESSING

SECTION 1. The following matters are excluded from this negotiated grievance procedure:

a. Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. (relating to prohibited political activities).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security).

d. Any examination, certification or appointment.

e. The classification of any position which does not result in the reduction in grade or pay of an employee.

f. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.

g. Termination of temporary promotion.

h. Termination while serving under a time limited or probationary appointment.

i. The adoption or nonadoption of an employee's suggestion or invention.

j. The reassignment or demotion of an employee to non-supervisory position during the probationary period served by new supervisors.

k. An allegation or complaint of discrimination reviewable under 29 CFR 1613.

SECTION 2. Grievances filed under this Agreement will be typed or written on a form mutually agreed to by the Activity and Union. Grievances will be filed within 30 calendar days of the incident precipitating the grievance. Grievances filed by mail shall be deemed filed as of the date postmarked by the U.S. Postal Service.

SECTION 3. Time frames during the grievance period may be extended by written mutual agreement. Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the next step of the process.

SECTION 4. When several employees have identical grievances, one employee's grievance shall be selected by the Union for processing. The decision on the case selected will be binding on all other cases of the employees who have identical grievances.

SECTION 5. Reasonable time during working hours will be allowed for employees to meet with the union representatives to discuss, prepare, and present grievance, including attendance at meetings with

management officials. The Union agrees to refrain from the use of excessive time in the discussion, preparing and presenting of grievance.

SECTION 6. The processing of grievances will be conducted in the following manner: the grievant, his/her representative, and any employee having a direct knowledge of the circumstances of the grievance will be granted time off from his/her regular duty hours; proper notification will be given to the supervisor; and time permitting, not to interfere with the mission, to the extent necessary to participate in the official proceedings. The time will be granted without loss of pay or charge to leave. Each party will, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations or federal policy for the purpose of substantiating the claims of the parties.

SECTION 7. In cases of suspension over fourteen (14) days, removal, reduction-in-grade or pay, or furlough for thirty (30) calendar days or less, an employee may choose the negotiated grievance procedure or the statutory appeal procedure, but not both.

SECTION 8. An employee shall be deemed to have exercised the option to raise the matter under the statutory or negotiation procedure at such time as he/she timely initiate an action under the applicable statutory procedures to timely files a grievance, in writing. The decision is irreversible and the employee, if he/she chooses to proceed, must proceed under the procedure selected first.

SECTION 9. For a grievance to be valid for processing under this Article, it shall be taken up with the appropriate representative of the labor organization with the Activity within fifteen (15) work days after the occurrence of the matter out of which the grievance arose. In processing a grievance, the employee and/or Union representative may submit the grievance to the next higher level when the supervisor at the proceeding lower level has rendered the decision grieved. Grievances initiated after the fifteen (15) work days time limit shall not be presented nor considered at a later date except cases when the employee or complaining party should not reasonably have been aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases. In the cases of

suspension of over 14 days, demotions, or removals, where the employee chooses to grieve the action rather than appeal to the Merit Systems Protection Board, the employee must initiate their grievance through this procedure within 20 calendar days from the effective date of the action.

SECTION 10. At each and every step of the grievance procedure the Union and the Activity may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for the time necessary to present testimony. The parties shall upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or government policy, for the purpose of substantiating the contentions or claims of the parties.

SECTION 11. Failure of the Activity to meet the time limits prescribed above shall permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

SECTION 12. The Activity and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not cast any reflection on his standing with his supervisor or on his loyalty and desirability to the organization, nor should the grievance be considered as reflection on the employee's supervisor.

SECTION 13. The following grievance procedure applies to all eligible employees of the Unit and the parties. Alternative Dispute Resolution (ADR) will be used first before filing grievances; or during the processing of the grievances or any time.

a. Step 1. An employee shall first take up his grievance through the ADR process with his *immediate supervisor*. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may upon request be represented by one Union representative who shall be the appropriate steward. The supervisor will render an oral decision as soon as possible, but not later than three workdays. The Union and the Activity anticipate that most employee grievances will be settled at this informal level.

b. Step 2. If not satisfactory settlement is reached at Step 1 using ADR, and the employee elects to pursue his grievance formally, it must be in writing to the *Department Director* and presented within thirty (30) calendar days of receipt of the Step 1 decision. The written grievance shall contain the details of the complaint, the specific provision of the agreement involved, and the corrective action desired by the employee. It must give the date of informal discussion, the date of informal decision, and identify the immediate supervisor. The Department Director or his designated representative will meet with the employee, the steward and chief steward within ten (10) working days after receipt. A written decision will be given to the employee within five (5) working days of the meeting.

c. Step 3. If satisfactory settlement has not been reached at the previous step, the Union shall within ten (10) calendar days after the Step 2 decision submit it to the Officer in Charge (OIC) for resolution. The *OIC or the Deputy Director* will meet with the employee within ten (10) calendar days after receipt of the Union's request. The OIC, after considering all facts presented, will render a written decision within ten (10) calendar days following the meeting.

SECTION 14. Written request for arbitration must be submitted to the Activity or Union within 20 calendar days of final grievance decision.

ARTICLE 19

ARBITRATION PROCEDURES

SECTION 1. If the Activity and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 30 calendar days of issuance of either party's final decision, shall be submitted to arbitration.

SECTION 2. Within 15 working days from the date of the request for arbitration, or such other period as mutually agreed to, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of

seven impartial persons qualified to act as arbitrators. The parties shall meet within 3 working days after the receipt of such list. If mutually agreed that the list is not acceptable to both parties, the list will be returned and a new list requested. If they cannot mutually agree upon one of the listed arbitrators, then the Activity and the Union will each strike one arbitrator's name from the list of seven and will repeat this procedure. The party filing the grievance shall strike first. The remaining person shall be the duly selected arbitrator.

SECTION 3. The Federal Mediation and Conciliation Service (FMCS) shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

a. either party refuses to participate in the selection of an arbitrator; or

b. upon inaction or undue delay on the part of either party.

SECTION 4. The arbitrator's fee and expense shall be borne equally by the Activity and the Union, and shall not exceed that authorized by applicable regulations. Reimbursement for travel and per diem will not exceed that authorized by the Joint Travel Regulations. In the event that it is necessary for the hearings to be held in facilities not under the administrative control of the Activity, the cost of such mutually agreed upon facilities shall be borne equally by the Activity and the Union. Further, the Activity and the Union shall share equally the expenses of mutually agreed upon service(s) considered desirable or necessary in connection with the arbitration proceedings.

SECTION 5. The arbitration hearing shall normally be held during the regular day-shift hours of the normal basic workweek. Employees of the Activity serving as union representatives, appellants in the minimum number necessary, and employees witness who have direct knowledge of the circumstance and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge of annual leave. Overtime will not be requested or approved.

SECTION 6. The Arbitrator will be requested to render a decision not later than thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall have no

authority to change, modify, alter, delete, or add to the provisions of the Agreement. The arbitration award shall be binding on the Activity and the Union. However, the Activity or the Union may file exceptions to the award with the Federal Labor Relations Authority pursuant to regulations prescribed by the Activity.

SECTION 7. The Union and the Employer each will be permitted to have up to three persons, of its choice, present throughout the arbitration hearing.

SECTION 8. Except by mutual consent, arbitration will be conducted as oral proceedings with no verbatim transcript and no filing of briefs. In the event only one of the parties desire a transcript of the proceedings, that party shall be responsible for making arrangements for and paying the full cost of the transcript. If the other party later wishes a copy of the transcript, the party shall pay half of the original cost.

ARTICLE 20

HOLIDAYS

SECTION 1. Eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays that may be designated by Executive Order.

SECTION 2. Employees who are required to work in support of the mission of federal holiday shall be compensated for such work in accordance with applicable laws and regulations. Employees are on AWS (Alternate Work Schedule) will observe the holidays within current guidelines.

ARTICLE 21

HOURS OF WORK

SECTION 1. Except as hereinafter provided, the basic workweek will normally consist of five eight-hour days. The regular hours of work for employees within the unit shall not exceed eight hours per day and forty (40) hours per week.

SECTION 2. The Activity agrees to assign employees within the unit to basic workweeks to the maximum extent possible permitted by workload commitments, facilities, and space. The Activity will utilize qualified volunteers to the greatest extent practicable in selecting employees for assignment to the basic workweeks.

SECTION 3. When change in the regular work shift or basic workweek is required, and known by the Activity in advance of the administrative workweek during which the change occurs, the Activity agrees to notify the Union and affected employees of the unit within 72 hours of the change. The Activity agrees to give where possible, sufficient advance notice to affected employees before making such changes and make reasonable effort to effect shift changes on the first day of the affected employee's workweek. If such change in basic workweek is required, the Activity upon request of the Union, will furnish the reasons in writing for the change.

SECTION 4. Adequate and reasonable time shall be allowed for the purpose of personal clean up and stowage of personal or government-owned property. In the absence of compelling circumstances, no employees will be required to remain after his/her shift for the purpose of cleaning up his/her designated area, or to stow government-owned property. Nothing herein shall be considered to allow an employee to otherwise leave his/her assigned work area until the lunch period commences or shift ends.

SECTION 5. Employees not on a rotational schedule will be assigned to a shift based on those requirements necessary to carry out the mission of the activity.

SECTION 6. An employee initially assigned to other than the first shift of the basic workweek as a condition of employment may be assigned within the same organizational segment (branch and department/office), upon request by the employee, to the basic workweek on the basis of seniority (service computation date) as soon as a vacancy in his/her classification series and grade become available. It is understood that employees must be qualified for the positions to be filled.

SECTION 7. Alternative work schedules will be administered according to local activity instruction. The Union will be

giving an opportunity to negotiate with management on all instructions.

SECTION 8. The Activity will consider modifying the tours of duty for employees enrolled in accredited institutions of higher learning, with consideration toward the Activity's workload and mission. The Activity will notify the individual employee in writing when a determination is made on his or her written request.

ARTICLE 22

ANNUAL LEAVE

SECTION 1. The leave program will be administered under the provisions of law and the Activity's instruction.

SECTION 2. Local Activity directives will be maintained to publicize policies and procedures regarding the various types of leave.

SECTION 3. Where it is necessary to make up vacation schedules, supervisors shall normally do so prior to 1 April of each year. Conflicts in choice vacation times which cannot be resolved by the employees involved shall be resolved by the supervisor in favor of the employee with the earliest date of submission. Reasonable efforts will be made to accommodate employees will desire leave for special occasions such as religious and other holidays, birthdays, and attendance at funerals.

SECTION 4. When leave has been requested and approved, the Activity will not cancel approval except to meet situations of urgent operating problems. When previously approved, leave must be rescheduled, the employee will be advised of the reason for the change as soon as practicable. Every effort shall be made to accommodate the employee to reschedule his/her leave. Excess, scheduled annual leave forfeited by employees due to emergencies of the service, illness or administrative error will be resorted in accordance with government-wide regulations.

SECTION 5. Unscheduled absences are disruptive and will be avoided to the maximum extent possible. When an unscheduled absence cannot be avoided, the employee will report the absence as soon as possible, but prior to the

start of the tour of duty involved. Each work center shall establish and maintain on a current basis to the maximum extent practicable, procedures for reporting unscheduled absences which are simple, reasonable, and convenient. Unscheduled absence shall be evaluated on a case-by-case basis and approval may be deferred until the employee returns to duty. Employees reporting they are too ill to work shall not be directed to report to duty.

SECTION 6. When advanced annual leave is approved, the maximum amount is the number of hours which will be accrued by the employee before the end of the leave year or for those employees serving under temporary appointment, that amount they will earn by the schedule expiration date of their appointment.

SECTION 7. When advanced annual leave is disapproved because of changes of workload, and the supervisor will return leave slips within 72 hours before the leave date start.

ARTICLE 23

SICK LEAVE

SECTION 1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. The Activity and the Union recognize the value of sick leave and the importance to each employee in conserving it to the maximum extent possible as means for assuring continuity of income during periods of illness and incapacitation from duty. In furtherance of that objective, the Union agrees to assist the Activity by emphasizing the importance to each employee in the Unit of conserving sick leave.

SECTION 2. The Activity agrees that no official sick leave records shall be kept by anyone other than serving DFAS and shall be handled and safeguarded as "official use only." The records shall be made available only to supervisors of the employee, the employee, officials who review these records for official purpose and upon request of the employee, of their personal representative. This does not preclude Management from maintaining unofficial records of sick leave use when it is determined the employee might be establishing an abuse patterns.

SECTION 3. Employees who wish to use sick leave shall notify their supervisor prior to the beginning of regularly scheduled work shift. If the employee finds they will be absent beyond the original estimated date and time, they will report this to their supervisor, indicating the reason for the prolonged absence and the anticipated duration.

SECTION 4. Sick leave, when due and accrued shall, upon advance application by an employee, be granted for the purpose of medical, dental or optical examination or treatments and for securing diagnostic examination and x-rays, subject to the reasonable requirements of the Activity.

SECTION 5. A properly submitted Standard Form (SF) 71 must be submitted by the employee for all sick leave absence. However, except as hereinafter provided, employees shall not be required to furnish medical certification to substantiate requested sick leave unless such leave exceeds three (3) workdays continuous duration. It is agreed and understood that the Activity has the right to require that an employee furnish medical certification, and SF 71 for any absence which the employee claims was due to incapacitation for duty on the following basis:

a. There is discernible pattern of unannounced sick leave usage or there is reasonable evidence that the employee has abused sick leave privileges within the previous 12-month period.

b. The Activity has the right to require that an employee furnish medical certification for each absence, regardless of duration, if: (1) there is reason to believe that the employee has abused sick leave privilege within the previous 12 month period; or (2) the employee has been issued a letter of requirement. This letter of requirement will not be filed in the employee's Official Personnel Folder.

c. The Activity agrees that letters requiring medical certification issued to employee within the unit will terminate one (1) year or less after the date issued. If it becomes evident that the employee is again abusing their sick leave privileges, then another letter of requirement may be issued or appropriate disciplinary action initiated.

d. The employee using sick leave as a result of chronic illness requiring hospital confinement covered by a supporting doctor's statement shall not be accused of abusing sick leave unless there is evidence to the contrary.

SECTION 6. The Activity agrees that employees who are sent home sick by the appropriate regional medical authority shall not be required to furnish acceptable evidence to substantiate such absence unless it exceeds three (3) subsequent work days of continuous duration.

SECTION 7. Employees who are incapacitated for duty because of serious illness or disability may be advance sick leave not to exceed 30 workdays with the following considerations to be weighted in determining whether to grant the advance sick leave:

a. The employee is serving under a career or career conditional appointment;

b. The employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as sick leave as provided in section 5 thereof.

c. The employee's separation from the service is not being contemplated by Management not is the employee contemplating separation by retirement or resignation.

d. There is reasonable evidence, substantiated by a medical certificate, that the employee will be capable of returning to work and fulfilling the full scope of their duties.

e. There is no evidence indicating the employee will not remain employed after the employee return to duty long enough to repay the advance of sick leave.

f. All available sick leave has been exhausted.

SECTION 8. It is agreed that employee within the Unit, who are injured while on duty and such injury requires the employees to take sick leave in excess of (3) days, shall be counseled on the provisions of the Federal Employee's Compensation Act.

SECTION 9. Charging of sick leave shall be in increments of six (6) minutes.

ARTICLE 24

NEGOTIATIONS AND CONSULTATION

SECTION 1. The Activity will provide the Union adequate notice and opportunity to negotiate any change to an established personnel policy or practice affecting working conditions.

SECTION 2. Negotiations and consultation may be conducted for all matters contained in this Agreement. In this regard and throughout, the term "consultation" unlike negotiation, means the mutual exchange and consideration of views, but does not require agreement.

SECTION 3. Services of the Federal mediation and Conciliation Service will be used prior to invoking impasse procedures. Such services may also be used, where mutually agreeable, prior to arbitration.

ARTICLE 25

OVERTIME AND DIFFERENTIAL PAY

SECTION 1. Overtime, differential, hazardous, holiday premium pay, etc., shall be in accordance with laws and government-wide regulations.

SECTION 2. Overtime assignments to employees under a first level supervisor shall be made in a fair and equitable manner, as follows:

a. Except where the Union is provided specific notice otherwise, overtime work of a specific nature will be assigned to the employee(s) who normally perform that work during regular duty hours.

b. Overtime work of a general nature will be offered to employees on duty. Volunteers may be rejected when, in the determination of the supervisor, they are not qualified to perform it efficiently.

c. Supervisors shall maintain, on a calendar year basis, electronic records of overtime worked. Employees with the least amount of overtime shall get first considerations as volunteers, and absent sufficient volunteers, first consideration for direct general overtime work. Employees who decline an overtime assignment will be charged the number of hours declined.

d. An employee will be relieved of an overtime assignment at his or her request when, in the determination of the supervisor, an acceptable substitute can be found or work can be deferred to an alternative time.

SECTION 3. On call and standby overtime shall be paid in accordance with laws and government-wide regulations.

SECTION 4. The supervisor shall make reasonable efforts to schedule overtime assignments with sufficient advance notice to minimize disruption to an employee's personal life. Exceptions may occur due to unforeseen circumstances.

SECTION 5. Prior projected leave usage shall not be a determining factor in overtime assignments. However, there is no obligation by the activity to assign overtime to an employee who is not present on the date overtime assignments are made.

SECTION 6. During overtime assignments which extend beyond the normal hours of work, affected employees so assigned shall be permitted to eat on the job while continuing to work.

ARTICLE 26

PARKING

SECTION 1. Two (2) parking spaces will be designated for the exclusive use of Local 53 representatives and officers.

SECTION 2. Current parking arrangements for unit employees shall not be changed without negotiating, as required by law and this Agreement.

ARTICLE 27

PAY

SECTION 1. The issuance of employee's pay at a time other than normal payroll processing is considered special pay. Employees may request special pay to avoid compelling personal hardship. Requests will be honored in accordance with instructions of the serving payroll agency.

SECTION 2. Electronic funds transfer (EFT) is the method of payment for salary and other payments. This is a condition of employment for new employees, those currently on EFT, and those accepting positions under the merit staffing program.

ARTICLE 28

PERFORMANCE APPRAISALS

SECTION 1. Performance appraisals will be in accordance with Office of Personnel Management (OPM) and current Activity instructions.

SECTION 2. Officers and stewards of the union will be rated solely on the basis of how they perform the duties and responsibilities of their officially assigned positions consistent with government regulations and case law of the Federal Labor Relations Authority.

ARTICLE 29

PERSONNEL RECORDS

SECTION 1. All official personnel records (OPF's) will be maintained in accordance with existing laws and regulations.

SECTION 2. Upon request, the employee and designated representative shall be permitted to review the employee's OPF. The Human Resources Service Center - East (HRSC-E) is the official custodian of employee OPF's and agrees to provide OPF's for employee review within 48 hours of receipt of the request.

ARTICLE 30

POSITION DESCRIPTIONS

SECTION 1. Position descriptions for each employee will be maintained in accordance with applicable laws and instructions. The position description contains the employee's assigned duties which are regular, recurring, and of substantial importance to the position.

SECTION 2. All employees are entitled to a copy of their position description.

SECTION 3. Any employee who believes his or her assigned position description is in error, will consult the immediate supervisor before seeking union intervention.

SECTION 4. The phrase "other duties assigned" shall be construed to mean tasks that are related to the position and are of an incidental nature. This construction shall not be interpreted to limit the Activity's authority to assign work.

ARTICLE 31

PROMOTIONS AND MERIT STAFFING

SECTION 1. Selection and promotion to a position within the unit shall be from among the best qualified persons available without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, non-disqualifying physical handicap, marital status or other prohibited discriminatory factors.

SECTION 2. Except as permitted by law, sick leave and medical records will not be used for the purpose of rating candidates for promotional purposes.

SECTION 3. Interviews for positions within the unit and first level supervisory positions will be conducted during regular daily business hours and participating employees will be excused without charge to leave or loss of pay. The Activity may use interview panels for jobs that are to be filled.

SECTION 4. The Activity agrees to make announcements available throughout the Activity.

SECTION 5. Non-selection for a position is not grievable under this Agreement. However, upon request from the employee or the Union, the Activity will provide an explanation as to how the employee's rating and ranking were determined.

ARTICLE 32

REDUCITON IN FORCE, REORGANIZATIONS, AND TRANSFERS OF FUNCTIONS

SECTION 1. The Union will be informed in advance of any pending reduction in force, major reorganization, or transfer of function into or out of the activity at least 90 days in advance of the proposed implementation date.

ARTICLE 33

SAFETY

SECTION 1. Employees shall not be required to work on or about moving machines or in areas where conditions are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. Also any employee who is engaged in work which is clearly and unusually hazardous will not be permitted to work alone or beyond the call or observation of another employee unless specific circumstance make such unavoidable. Should an employee claim that a job to which they have been assigned is not safe or will endanger their health, their immediate supervisor or designee shall inspect the job to ensure that it is safe before requiring the employee to carry out the work assignment. If any reasonable doubt regarding the safety of the job remains, the supervisor shall obtain advice from the safety coordinator before requiring the employee to proceed.

SECTION 2. The Activity will furnish personal protective equipment to employees when it determines that such equipment is necessary for the work to be done safely without charge or cost to the employee. With prior permission, employees may be allowed to retain such

equipment, if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.) and such is allowable under law and regulation.

SECTION 3. Employees will report all accidents immediately, as required by existing regulations. Supervisors will comply with the current regulations and instructions concerning reporting of accidents and providing medical service to employees.

SECTION 4. In case of on the job injury, an employee will not be required to perform work until an appropriate medial authority determines that the employee is physically fit for such duties. An employee may be assigned to another job temporarily if his/her injury or illness is of a nature that incapacitates him/her from his/her regular job. An employee sent home or to a hospital will be furnished transportation by the Activity if, in the opinion of the Agency's medical official, his/her condition precludes travel by private or public transportation and there is no suitable alternative.

SECTION 5. In the course of performing their regularly assigned work, union representatives are encouraged to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area, which constitute industrial health hazards. If an unsafe or unhealthy condition is observed, the representative should report it to the cognizant, immediate supervisor. If the safety question is not settled by the representative and immediate supervisor, the matter will be referred promptly to the Activity's safety officer.

ARTICLE 34

SMOKING

SECTION 1. In accordance with current regulations, there shall be no smoking of tobacco products inside any building owned or operated by the Activity.

SECTION 2. Where appropriate, the Activity will provide designated smoking areas. The Activity agrees to provide shelter from inclement weather as close as possible to the work areas.

ARTICLE 35

TRAINING

SECTION 1. The Activity shall make every reasonable effort to provide training identified on any individual development plan when such training is related to the employee's official job duties. In regard to training related to any individual development plan, the supervisor will provide necessary counseling and will schedule training. The Activity agrees to bear the expense of this training to the extent permitted by applicable regulations and budgetary considerations.

SECTION 2. It is in the interests of both the Activity and the Union if union officers and stewards are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Consequently, the labor-management partners will cooperate fully to fulfill this interest.

SECTION 3. Where training is given exclusively for preparing an individual promotion or where special training is required for promotion, the recipient shall be selected on a competitive basis in accordance with the Agency's merit staffing program.

SECTION 4. When newly graded positions requiring new techniques or abilities are established, the Activity will consider training qualified employees. The parties agree to stress to employees the need for self-development and training to increase efficiency and output.

ARTICLE 36

TRAVEL/TEMPORARY DUTY

SECTION 1. Payment of per diem or actual expense allowances, as well as travel transportation expenses, shall be in accordance with the provisions of the Department of Defense Joint Travel Regulations (JTR).

SECTION 2. To the maximum extent practicable, travel shall be rescheduled to occur during an employee's regularly schedule work hours. Overtime for time spent traveling

shall be in accordance with statute and government-wide regulations.

SECTION 3. All military reservists and National Guard employees of the Activity, away on temporary duty or training is protected by federal law (Chapter 43 of Part III of Title 38, U.S. Code). The Activity agrees to make reasonable effort to comply with this federal law. Also the reservists will be subject to the Activity's rules pertaining to requesting leave for duty.

ARTICLE 37

PUBLICATION/DURATION OF THE AGREEMENT

SECTION 1. After review and approval in its entirety by the Department of Defense and ratification in its entirety by the union membership, the Activity will provide two hundred (200) copies of the Agreement and any amendment(s) thereto to the Union as soon as possible. The Union will be responsible for distribution to unit employees.

SECTION 2. Any amendments to this Agreement as agreed upon by the parties shall be promptly reproduced by the Activity and distributed to Union for distribution to all employees within the unit.

SECTION 3. By mutual agreement, the parties may negotiate mid-term changes to this Agreement. These changes will be documented as memorandums of understanding and be entered into the next publication of this Agreement.

SECTION 4. This Agreement will expire three years after approval of the Department of Defense. Renegotiations may begin as early as 120 days prior to the expiration date. If neither party serves notice to renegotiate this Agreement in accordance with the foregoing, and the Agreement conforms to applicable laws and regulations, the Agreement shall be automatically renews in one-(1) year increments.

In witness whereof the parties hereto have executed this Agreement on the 16th day of August 2001.

Signature page.

28 August 2001
Effective Date