

NEGOTIATED AGREEMENT
BETWEEN
PERSONNEL SUPPORT ACTIVITY WEST
SAN DIEGO, CALIFORNIA

AND

INTERNATIONAL ASSOCIATION OF
MACHINIST AND AREOPSPACE WORKERS

LOCAL 282
DISTRICT LODGE 160

MAY 2007-2010

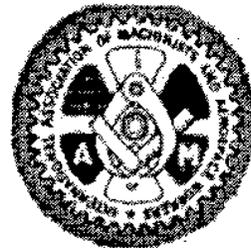


Table of Contents

ARTICLE NO.	TITLE	PAGE
	Preamble	4
1	Recognition and Unit Designation	4
2	Provisions of Law and Regulations	5
3	Collective Bargaining	5
4	Rights of the Employer	6
5	Rights of the Employee	7
6	Rights of the Union	9
7	Rights of Union Representatives	10
8	Employee-Management Communication	12
9	Merit Promotion Policy	12
10	Hours of Work	14
11	Overtime	14
12	Annual Leave	15
13	Administrative Excusal	17
14	Sick Leave	18
15	Leave without Pay	20
16	Holidays	21
17	Position Descriptions	21
18	Work Assignments and Contracting out of Bargaining Unit Work	23
19	Disciplinary and Adverse Actions	23
20	Grievance Procedure	25
21	Arbitration	29

Table of Contents

ARTICLE NO.	TITLE	PAGE
22	Reduction-In-Force	31
23	Termination During Probationary or Trial Period	32
24	Health and Safety	32
25	Training	33
26	Equal Employment Opportunity	34
27	Bulletin Boards	35
28	Beneficial Suggestions	35
29	Performance Appraisal System	36
30	Payroll Deduction of Union Dues	38
31	Publicizing of Agreement	40
32	General Provisions	40
33	Duration and Changes	41
Appendix	Official Time Release Form	44

PREAMBLE

This Agreement is made by and between the Commanding Officer, Personnel Support Activity West (PSAW), San Diego, hereinafter referred to as the Employer and the International Association of Machinist and Aerospace Workers, District 160, Local 282 (IAM&AW) hereinafter referred to as the Union, according to the policy set forth in Public Law 94-454 known as the Civil Service Reform Act (CSRA) of 1978, and in accordance with Presidential Executive Orders.

Now, the parties agree as follows;

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 101. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 102 of this Article.

Section 102. The unit of which this Agreement is applicable is composed of all GS employees employed by the Department of the Navy PSAW, its Detachments and customer Service Desks; All employees of Personnel Support Activity West, San Diego, California, including Personnel Service Detachment (PSD) Fleet Anti-Submarine Warfare Training Center (ASW), San Diego, California; PSD Balboa, San Diego, California; PSD Bangor, Silverdale, Washington; PSD Bremerton, Bremerton, Washington; PSD Camp Pendleton, Camp Pendleton, California; CSD China Lake, China Lake, California; CSD Coronado, San Diego, California; CSD Denver, Aurora, Colorado; CSD El Centro, El Centro, California; PSD Everett, Everett, Washington; CSD Fallon, Fallon, Nevada; PSD Lemoore, Lemoore, California; CSD Monterey, Monterey, California; PSD Naval Station, San Diego, California; PSD North Island, San Diego, California; CSD Oklahoma City, Tinker AFB, Oklahoma; CSD Point Loma, San Diego, California; PSD Port Hueneme, Port Hueneme, California; and PSD Whidbey, Whidbey Island, Washington excluding Professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7). Subsequent references herein to, "Employee" or "Employees" is understood to apply only to eligible employees of the recognized unit represented by the Union.

Section 103. The Union recognizes the responsibilities of representing the interests of all employees in the unit concerning conditions of employment without discrimination and without regard to Union membership of employees.

ARTICLE 2

PROVISIONS of LAW AND RBGULATIONS

Section 201. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, by published agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published agency policies and/or regulations required by law.

ARTICLE 3

COLLECTIVE BARGAINING

Section 301. Representatives of the Employer and the Union will meet reasonable times to consult and/or negotiate in a good faith effort to reach agreement with respect to conditions of employment affecting employees in the unit. The obligation referred to herein does not compel either party to agree to a proposal or make a Concession. Excluded are Government-wide regulations, agency regulations for which a compelling need exists, matters relating to political activities, matters relating to the classification of any position, and those specifically prescribed by law. The Union cannot seek decision on compelling need without first having requested and being denied an exception to the regulation. Subject to the provisions of subsection 7106 of the CSRA of 1978, the obligation to consult or negotiate does not include matters with respect to the mission, budget, organization, number of employees or internal security practices of the employer. Subject to the provisions of the Executive Order 12871, the obligation to consult or negotiate does include matters with the respect of numbers, types and grades of employees or positions assigned to any organizational subdivision, work projects or tour of duty, or technology, methods and means of performing work.

Section 302. For purposes of this agreement, consultation is defined as mutual discussion of personnel policies, programs, and procedures in an

effort to reach mutual understanding or agreements relating to conditions of employment of members of the unit which are within the discretion of the Employer. Consultation, unlike negotiation, does not involve joint decision making and the consultation process need not necessarily result in agreement between Management officials and representatives of the Union.

Section 303. The term negotiation means the performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting employees in the unit and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached.

Section 304. Either party desiring or having a requirement to consult and/or negotiate with the other shall give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the situation which generated the cause for discussion.

Section 305. It is agreed that the Union will be provided with an advance copy of any proposed directive which effects changes to policy, programs and procedures relating to conditions of employment currently in effect and covered by written directives or which are original directive affecting such matters. The Employer agrees to consult and/or negotiate with the Union regarding proposed changes, provided timely request is made by the Union after receipt of an advance copy of the proposed directive.

ARTICLE 4

RIGHTS of THE EMPLOYER.

Section 401. Subject to provisions of subsection 7106 of the CSRA of 1978 and in accordance with the Executive Order 12871, nothing in this Agreement shall affect the authority of any management official of the Employer to determine the mission, budget, organization, number of employees, and internal security practices of the activity. In accordance with applicable laws, nothing shall affect the authority of any management official-

a. to hire, assign, direct, layoff and retain employees, 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 its operations are to be carried out;

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

(1) Among properly ranked and certified candidates for promotion;
or

(2) any other appropriate source; or

d. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 402. Consistent with security and legal requirements, the Union shall, upon request, be furnished an explanation by the Employer as to the nature and reasons for an emergency.

Section 403. The right to make rules is an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, procedures and other matters affecting conditions of employment, the Employee shall be governed by Article 3 of this agreement.

ARTICLE 5

RIGHTS of THE EMPLOYEE

Section 501. Employees have the right to form, Join or assist any labor organization, or to refrain from 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 in the CSRA of 1978, such rights include the right:

a. to act for a labor organization in the capacity of a representative and in that capacity to present the views of the labor organization to officials of the Employer and other officials of the

Executive Branch of the Government, the Congress, or other appropriate authorities;

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the CSRA of 1978;

c. to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations, and established policies, regardless of Union membership, and is not precluded from:

(1) being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action when such representation is not precluded by the terms of this Agreement.

Section 502. The Employer shall take such action consistent with the law or with directives as may be required in order to assure that the employees are apprised of the rights and privileges provided in the CSRA of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the Union. The parties agree that the provisions of the Agreement shall be applied fairly and equitably to all employees in the unit.

Section 503. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union organization except pursuant to a voluntary, written authorization by a unit employee who is a member of the Union for the payment of dues through payroll deductions.

Section 504. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, preferential or nonpreferential status, political affiliation, marital status, or handicapping condition.

Section 505. It is agreed that an employee desiring to visit a designated Union Representative, Human Resources Office Official, or any higher management official shall request permission of his/her immediate supervisor to do so. The employee will be released from duty to keep such an appointment provided the visit does not unduly disrupt the work schedule.

Section 506. It is agreed that an employee has the right to file a complaint, appeal, or grievance as provided under this Agreement or by CSRA of 1978 without interference, coercion or threat of reprisal.

Section 507. In accordance with the provisions of applicable law and regulation, an employee may request access to files and records kept in connection with his/her conduct and/or performance. An employee has the right to review his/her Official Personnel Folder.

Section 508. A Union representative shall be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of the Employer 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.

If an employee in the bargaining unit requests a Union representative, management will reschedule the meeting giving the Union reasonable opportunity to be present.

Section 509. Adverse "actions involving a suspension of more than 14 days, a removal, or a reduction in grade or pay, the employee will be informed in writing of his/her right to Union representation.

Section 510. The Employer agrees that all employees have the right to a safe and non-hostile working environment.

ARTICLE 6

RIGHTS of THE UNION

Section 601. The Union, having been accorded exclusive recognition, is the exclusive representative of the employees in the unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 602. As exclusive representative, the Union shall be given the opportunity to be represented at:

a. any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other condition of employment;

b. any examination of an employee in the unit by a representative of the Employer 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.

Section 603. The Union, as the representative of all employees in the unit, shall have the right and responsibility to present its views to the Employer either orally or in writing, as provided by this Agreement. This will include any matter of concern which is appropriate for negotiations as covered by Article 3.

Section 604. At the request of the Union, the employer shall make available facilities to conduct appropriate union business, during duty hours.

ARTICLE 7

RIGHTS OF UNION REPRESENTATIVES

Section 701. The Employer agrees to recognize officers and authorized representatives of the Union and to encourage them to express themselves concerning the development and administration of personnel policies, new programs and conditions of employment affecting employees within the unit.

Section 702. It is agreed that the Union may appoint steward/Union Representatives, one (1) steward at each Detachment and customer Service Desk (CSD) to assure that each employee within the unit has reasonable access to a Union Representative.

Section 703. The Union agrees to maintain with the Employer, on a current basis, a complete list of all authorized representatives, together with

the specific Detachment/CSD in which each Union representative is authorized to act in behalf of the Union.

Section 704. Stewards, when leaving their work to transact appropriate Union business during regular working hours, shall first obtain permission from their immediate supervisors and will at that time inform their supervisors of the general nature of the business to be transacted. Upon entering a work area under the cognizance of a supervisor other than his/her own, a steward shall contact the supervisor and advise him of his presence and of the name of the employee to be contacted. Supervisory permission in these instances will be granted promptly in the absence of compelling circumstances. Stewards will normally handle matters within their cognizance below the Director/CIC, while the appropriate Union representative will handle contacts with officials of the Employer at and above the Director/ore.

Section 705. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. Reasonable time will also be allowed for Union representatives to discuss, prepare and present employee's grievances and appropriate matters directly related to the work situation. Union representatives will guard against the use of excessive time in handling of such matters.

Section 706. Normally Union Representatives will remain on the day shift in the same basic workweek, however in the event that it becomes necessary for the Employer to change any representative's work assignment, work shift, or basic work week, the Employer will, in keeping with SCFR 610.121, give the officer or representative concerned and the Union notice of such change in order that the Union may be able to make appointments or other arrangements. This notice shall include the reasons for effecting the change.

Section 707. IAM&AW representatives of the Union will be allowed to visit the activity at reasonable times on appropriate Union business, subject to applicable security regulations. Such visits shall be cleared in advance through the Servicing Human Resources Office (HRO) of the Employer.

Section 708. The Employer agrees that employees assigned as representatives of the Union may use the desk, secured record storage and telephone facilities (including fax machines), except for toll calls,

normally assigned to them incidental to their duties, for handling employee grievances and complaints as authorized by this Agreement and appropriate regulations.

Section 709. The parties agree that the Employer reserves the right to maintain records of all time spent on representational functions by unit employees. The Union will cooperate with the Employer in this regard. Union Stewards will utilize Official Time Release PSAW 12711 (04- 07). The release form is available at PSASD.navy.mil. It is not intended that such records will be utilized in a manner that would adversely affect an employee in a promotional action or performance rating.

ARTICLE 8

EMPLOYEE-MANAGEMENT COMMUNICATION

Section 801. It is agreed and understood that effective communication between management and the individual employee is essential to the effective accomplishment of the mission of the Activity.

Section 802. The PSAW will not communicate in writing directly with bargaining unit employees through surveys and questionnaires regarding conditions of employment without prior written notification to the Union. This includes all written questionnaires and surveys from all agencies.

ARTICLE 9

MERIT PROMOTION POLICY

Section 901. The policy in the Navy is to utilize employee skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. In accordance with the Navy's policy, the Employer agrees to select and promote the best qualified employee available, to encourage a high level of employee performance and satisfaction, and to strive to retain all capable employees.

Section 902. The Employer reserves the right to use any appropriate source to fill positions, both permanent and temporary, from among

properly ranked and certified candidates for promotion or selection. Advancement shall be determined solely on the basis of knowledge and skills after fair and open competition which assures that all candidates receive equal opportunity. The Employer has the right to select or not to select from a group of best qualified candidates, including the right to non-select all candidates.

Section 903. When a decision is made by the Employer to fill a position using Merit Promotion procedures, applicable agency regulations and policies apply:

a. In general, Merit Promotion procedures may apply to the competitive process of filling higher graded vacant positions by selection from the current workforce. Certain exceptions may be applied for Reinstatement and Transfer eligibles, Repromotion eligibles, and other applicants who were previously demoted without cause.

b. Regardless of the method chosen by the Employer to fill a vacant position, it is understood that certain mandatory placement programs will apply to the filling of vacant positions, including the Department of Defense Priority Placement Program (PPP), the Interagency Career Transition Assistance Program (ICTAP) and the Reemployment Priority List (RPL)

Section 904. Except where alternatives are provided in the Employer's Merit Promotion Program, competitive promotion procedures apply to filling a position with known promotion potential by reassignment, transfer, reinstatement or voluntary change to lower grade.

Section 905. Criteria used in selection process shall be based upon the essential duties and responsibilities of the vacant position. All candidates certified will be evaluated under the same methods. The recommending official may review applications, interview candidates or employ any other reasonable means in arriving at the final recommendation for promotion.

Section 906. A bargaining unit employee demoted without personal cause, that is, without misconduct or inefficiency on his/her part and not at his/her request, will be given all rights and benefits afforded by appropriate regulations.

Section 907. Details of unit employees will be made in accordance with applicable rules and regulations.

ARTICLE 10

HOURS of WORK:

Section 1001. The basic workweek will consist of five 8 hour days, normally Monday through Friday.

Section 1002. The basic workweek, which consists of the scheduled days and schedule hours (shift hours) within each scheduled day for each regular shift, are promulgated by the Employer in accordance with applicable regulations. Employees and the Union will be notified in advance, normally one (1) pay period, when possible of any changes in the basic workweek of a regularly established shift, except when the mission would be seriously handicapped.

ARTICLE 11

OVERTIME

Section 1101. Management reserves the right to assign overtime. Overtime work assignments shall be distributed as fairly as practical among qualified employees within the overtime work area and in accordance with the Fair Labor Standards Act. Assignment of overtime will be based on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Records of overtime worked by the employees shall be maintained by the Employer to ensure equitable distribution of overtime among all employees within a particular group.

Section 1102. Employees assigned to overtime work will be given as much advance notice as possible of such assignment, except when the employer would be seriously handicapped in carrying out its function. This section also applies to emergency situations requiring immediate action outside and/or beyond regular working hours or to employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish the emergency requirement.

Section 1103. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work

involved. Where overtime is required to complete a project or work assignment already in progress, the employee or employees involved will be considered first for overtime assignment. Individual employees will not be forced to work overtime against their express desire as long as there is a qualified employee willing to work the overtime assignment. Management reserves the right to determine the qualifications of the employees to work an overtime assignment. In the event a qualified replacement is not found, management will direct individual employees to work the overtime assignment. During overtime assignments which extend more than 2 hours beyond the normal eight-hour day or on a week-end, affected employees so assigned shall be permitted to eat on the job while in a pay status providing such employees can eat without unduly interrupting or suspending the work effort.

Section 1104. Any employee who is called back to work at a time outside of and unconnected with his scheduled hours of work within his basic workweek to perform unscheduled overtime work shall receive at least two (2) hours call-back overtime pay, including any night differential and/or additional pay to which he is entitled, in accordance with applicable pay regulations, even though the period of time worked may be extremely brief, and regardless of the number of times the employee is called back during the same day, and even if his services cannot be utilized when he reports to work.

Section 1105. All overtime declined shall be treated as overtime worked for purposes of determining the overtime distribution.

Section 1106. Employees shall not be required to perform any work or duty before or after their scheduled work hours without being compensated for such work or duty.

ARTICLE 12

ANNUAL LEAVE

Section 1201. Employees shall earn annual leave in accordance with applicable laws and regulations. An employee's request for annual leave, for vacation purposes, shall be granted provided the request is submitted within reasonable advance notice and workload and manpower requirements permit the absence. The employer will return the request for leave within five (5) work days annotated either approved or disapproved. When a request for annual leave has been denied, the employee will be notified

of the reasons for denial. Approval of annual leave for emergency leave reasons will be granted on an individual case basis.

Section 1202. All annual leave will be handled on a "first-come, first-served" basis. All approved leave is subject to rescheduling or cancellation by the Employer due to unforeseen conditions or unexpected changes in workload. An employee will only be recalled from leave in progress as determined by the Director/CIC.

Section 1203. The Employer will make a reasonable effort to schedule annual leave for vacation purposes consistent with the manpower and workload requirements as determined by the Employer, provided reasonable advance notice is given by the employee. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee.

Section 1204. During periods of forced leave, providing work for employees without sufficient annual leave to cover the period will be reviewed on a case by case basis.

Section 1205. Workload permitting, any employee having annual leave to his credit may apply for and such leave with pay may be approved, for any work day which occurs on a religious holiday associated with the religious faith of the employee.

Section 1206. Employees who are absent due to a personal emergency shall notify their immediate supervisor, or next higher level supervisor in case the immediate supervisor is absent, to request annual leave as soon as possible, but no later than one (1) hour from beginning of the employee's first scheduled work shift. If extenuating circumstances prevent an employee from meeting the above requirement, exceptions will be made on a case by case basis.

ARTICLE 13

ADMINISTRATIVE EXCUSAL

Section 1301. The Union will be granted administrative excusals for up to 80 hours per year for Union sponsored training when such training is considered to be of some benefit to the Government. Requests for official time will be submitted in writing to the servicing HRO representative with an agenda of the training schedule.

Section 1302. When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, fires, floods or other natural phenomena, all employees who report for work and whose services are not specifically required, will be excused for the remainder of their work shift as authorized by applicable regulations:

a. when activities of the Command are curtailed due to adverse weather conditions, all designated employees will be administratively excused from duty for the remainder of the work day. Employees will be notified promptly by their respective supervisors. If weather conditions prior to normal duty hours necessitate curtailing activities, employees can call their Command duty officer for information as to whether or not curtailment of operations has been authorized.

b. when administrative leave is authorized at the beginning of the work shift, all employees who report for work will be excused without charge to leave for that portion of the shift for which excusal is authorized, provided their services are not essential. Those employees schedule to work and not reporting for work may be granted administrative leave if their failure to report was caused by an emergency condition, (e.g., local and state authorities declare a curfew and direct people to stay off the roads). All other absences will be charged to the appropriate leave, depending on the circumstances involved.

Section 1303. When an employee is under summons to serve on a jury, or to qualify for jury service, time lost from his normal work schedule for the purpose will be charged to Court Leave and the Employer will pay him in accordance with applicable regulations.

Section 1304. In the event an employee is summoned for jury duty or as a witness on behalf of any Federal, State, or Local government in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party, he/she shall be excused for such duties and paid in accordance with current

regulations. The employee will present to the Employer a signed jury service certification or other satisfactory evidence of time served on such duties, immediately upon return to duty following his release from jury service when required.

Section 1305. Employees are entitled to reimbursement for various types of jury service in accordance with appropriate Federal and State laws. When Employees are not entitled to reimbursement, fees and allowances must be turned in to the Comptroller, with certification of service rendered when required.

Section 1306. The Employer agrees that employees under official orders for Annual Training will be granted Military Leave in keeping with current regulations.

Section 1307. It is agreed that employees will be encouraged to exercise their right and privilege as Americans to vote in all national, state, and local municipal elections or referendums. Administrative excusal will be determined on a case by case basis.

ARTICLE 14

SICK LEAVE

Section 1401. Employees shall earn sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness. Sick Leave, if available, will be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, or pregnancy or confinement, or for medical, dental or optical examination or treatment; or when the employee's presence on the job would jeopardize the health of others because of exposure to a contagious disease which requires isolation, quarantine or restriction of movement for a particular period as prescribed by local health authorities, or the employee is required to receive treatment as a disabled veteran or take a physical examination on behalf of the Military Reserve. Sick leave will also be granted under current and/or future provisions of the Family and Medical Leave Act.

Section 1402. Normally, employees shall not be required to furnish a medical certificate to substantiate request for approval of sick leave unless such leave exceeds (3) work days continuous duration; except in cases where management has given official written notice to an employee requiring medical certificate for each absence from work allegedly due to incapacitation for duty. In all cases when an employee is required to submit a medical certification of each absence allegedly due to incapacitation for duty, the attendance record of the employee with respect to sick leave will be reviewed at least every six (6) months by the supervisor issuing the requirement. The employee will be notified in writing of the determination to continue or discontinue the requirement for medical certification following such review.

Section 1403. Unearned sick leave, not to exceed a total of thirty (30) days, may be advanced in accordance with applicable regulations to employees with career status Under the following conditions:

- a. the absence is for a serious illness or disability extending for six (6) or more days.
- b. the Employee furnished acceptable written evidence from his physician that he will be able to return work on a permanent basis.
- c. the employee has not established a pattern of sick leave abuse.

Section 1404. Sick leave as necessary shall be granted to the extent due and accrued for medical, dental or optical examination or treatment. Sick leave for these purposes shall normally be submitted for approval in advance, with minimum amounts of leave requested.

Section 1405. It is the responsibility of the employee to personally notify his supervisor or next higher supervisor by telephone or other means as soon as possible, but in any case not later than one hour from the beginning of the employees first scheduled work shift on his first day of absence that he/she is incapacitated for duty. If extenuating circumstances prevent such notification, exceptions will be made on a case by case basis. Employees released from work because of illness shall be subject to the foregoing reporting requirement on the following workday if still incapacitated. When any absence due to illness extends from one workweek into another, the employee shall notify the supervisor or next higher Supervisor on the first day of the second week and of each week thereafter until his return, to duty, in the absence of a medically documented return date.

Section 1406. Normally employees shall not be required to furnish medical certificate to substantiate request for sick leave unless such sick leave exceeds three (3) work days of continuous duration. It is agreed that the Employer has the right to require that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty on the following basis:

a. there is a discernible pattern of unannounced sick leave absence or there is other reasonable evidence that the employee has abused sick leave privileges within the previous twelve (12) months, and

b. the employee has been issued a letter of requirement that he/she must furnish a medical certificate for each absence which he claims was due to illness. The written notice will not be filed in the employee's official personnel folder. The Employer agrees to review at least every six (6) months the sick leave record of each employee who has been issued a letter of requirement concerning a medical certificate. If such review reveals that the employee has not abused sick leave privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required because of absence claimed due to illness of three (3) days or less.

Section 1407. It is agreed that employees within the Unit, who are injured while on duty and such injury necessitates the employee's absence from work, shall be counseled on the provisions of the Federal Employee's Compensation Act, upon request. Such counseling can be obtained from the CNRSW- HRO Compensation Office.

ARTICLE 15

LEAVE WITHOUT PAY

Section 1501. Employees may be granted leave without pay (LWOP) accordance with applicable laws and regulations whenever, workload permits. A period of leave without pay shall not exceed one (1) year for each application.

Section 1502. The Employer recognizes the obligation to return an employee to duty at the expiration of a period of approved LWOP in the position and rate of pay to which entitled by applicable regulations.

Section 1503. The Employer also recognizes the reduction- in-force placement and retreat rights of an employee on approved LWOP in the position and rate of pay to which entitled by applicable regulations.

Section 1504. Employees in an approved leave without pay status will accrue all rights with respect to retirement status and coverage under the Federal Employee's Group Life Insurance. Employees will be advised of their right for continued participation in the Federal Employee's Health Benefits Program while in a LWOP status.

Section 1505. Employees who are dependents of military personnel and are required to relocate due to spouse change of station orders are entitled to a period of leave without pay (LWOP) not to exceed ninety (90) days to protect continuity of employment. This LWOP will be granted only when the dependent expresses intent to seek federal employment at the new location, and the dependent's work performance has been satisfactory.

ARTICLE 16

HOLIDAYS

Section 1601. Employees shall be entitled to holiday benefits, consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may be later added by law. Holidays designated by Executive Order shall be observed as regular holidays.

ARTICLE 17

POSITION DESCRIPTIONS

Section 1701. The Classification and Compensation Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher Navy authority. In any case where action is proposed to modify a Position Description within the unit to the extent that either the title, series, grade, or qualification requirements may affect the position, it is agreed that an appropriate management official of the Employer will discuss the proposed change with the employee concerned prior to the effective date of the change.

If the employee desires, a Union representative may attend the meeting with him.

Section 1702. Position descriptions will describe the major duties and responsibilities of the position. It is recognized that the duties reflected in the Position Description are not intended to be a step-by-step verbatim detail of all elements required to accomplish the job, therefore Position Descriptions will not contain the generic statement "and other duties as assigned."

Section 1703. An employee in the unit who believes that his/her position is improperly classified shall have the right to appeal in accordance with applicable statutory procedures. The employee may submit to his supervisor a request that the supervisor review the duties assigned in the Position Description. The supervisor may obtain assistance from the servicing HRO Personal Management Adviser (PMA), in resolving the problem. Were the problem is not resolved in this manner, the issue must be resolved through the grievance procedure before the employee can file a classification appeal. If no agreement can be reached the employee has the right to file a grievance over the appropriate content of the position description. The actual series and grade level classification of a position is not grievable, but must be pursued through the classification appeal process. The employee may be represented by a Union representative in presenting his/her appeal.

Section 1704. The Employer agrees that every employee is entitled and must be furnished an accurate and current copy of his/her official Position Description, The Employer further agrees to furnish the employee a copy of any amendment to his/her Position Description.

Section 1705. The Employer agrees that the Union may review Position Description of any employee within the unit in consultation with appropriate management officials when the Position Description is pertinent to specific complaint.

ARTICLE 18
WORK ASSIGNMENTS AND CONTRACTING OUT OF
BARGAINING UNIT WORK

Section 1801. It is understood that the Employer has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the Employer. The Employer and the Union recognize that contracting for services by the Employer is subject to certain restrictions imposed by laws and regulations having government-wide applications.

Section 1802. The Employer will give the Union as much notice as possible in advance of contracting actions which may adversely affect employees in the bargaining unit. The Employer agrees to minimize displacement action where practicable.

ARTICLE 19
DISCIPLINARY AND ADVERSE ACTIONS

Section 1901. It is agreed for the purposes of this Agreement a "disciplinary action" is a Letter of Reprimand or a suspension of 14 calendar days or less. Adverse actions are defined as a removal, suspension for more than 14 days, a reduction in pay or grade, or a furlough for 30 days or less. Letters of Reprimand will be issued only for just cause. Suspensions and adverse actions will only be taken for just cause, and for such cause as will promote the efficiency of the service, and the penalty imposed will be that which may be reasonably expected to correct the employee and maintain discipline and morale. Unless inconsistent with established Activity policy, disciplinary and adverse actions shall generally be progressive in nature and fairly relate to the offense. Nothing in this Section is to be construed as requiring the Employer to impose the lowest disciplinary penalty in all cases.

Section 1902. Disciplinary actions are grievable under Article 20 of this agreement. Adverse actions are appealable to the Merit Systems Protection Board (MSPB) or Arbitration under Article 21 under this agreement. Verbal and written counseling and Letters of Caution are

considered informal disciplinary actions and are not grievable under Article 20 of this agreement. However, the contents of the written counseling and letters of caution are a grievable matter. Letters of Requirement are written orders, imposing a requirement upon the Employee and is considered a grievable matter. A Letter of Reprimand will be placed in the employee's Official Personnel Folder (OPF), and will be removed from the Employee's OPF after two (2) years from the date of issuance.

Section 1903. Prior to initiating disciplinary or adverse action against an employee, a preliminary investigation or inquiry will be made, if appropriate. Prior to questioning any employee on a matter relating to a disciplinary matter or potential disciplinary action, the employee will be advised of the general nature of the interview. Once an employee requests Union representation, the Employer will not proceed further with the questioning until the Union Representative is present.

Section 1904. In the event an employee is issued a notice of proposed disciplinary or adverse action, the following shall be provided:

- a. an advance written notice stating the specific reason(s) for the proposed action;
- b. a reasonable time to reply orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the reply;
- c. to be represented by a Union Representative or attorney, or may choose no representation; and
- d. a written decision and the specific reason(s) for taking the action.

The employee shall receive a written decision at the earliest practicable date.

Section 1905. When the Employer effects any disciplinary action against an employee in the Unit, the employee shall be informed in writing of his/her right to appeal the action under the Negotiated Grievance Procedure.

Section 1906. The Employer agrees that disciplinary/adverse action for off-duty misconduct shall not be taken unless there is a nexus between such misconduct and the efficiency of the service. It is further agreed that the notice of proposed disciplinary/adverse action shall contain a

statement of the nexus between the off-duty misconduct and the efficiency of the service.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 2001. Purpose. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2002. A grievance means any complaint:

- a. by any employee concerning any matter relating to the employment of the employee.
- b. by the union concerning any matter relating to the employment of any employee.
- c. by any employee, the Union or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach of a collective bargaining agreement.
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. except that it shall not include a grievance concerning:
 - (1) Any claimed violation in connection with prohibited political activity.
 - (2) A suspension or removal under 5 U.S.C. 7532.
 - (3) Matters concerning retirement, life insurance and health insurance.
 - (4) Matters concerning any examination, certification or appointment of candidates for initial Federal employment.
 - (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
 - (6) Adoption or rejection of beneficial suggestions not within the discretion of the CO, disapproval of Special Achievement Awards or other discretionary awards.

(7) Quality step increases.

(8) Nonselection for promotion from among properly ranked and certified candidates or from any other appropriate source.

Section 2003. Any employee or group of employees using this procedure will be represented by an individual appointed or approved by the Union except in situations where the employee desires to represent himself/herself and indicates this choice in writing, thereby absolving the Union of any further obligation to represent the employee. It is agreed and understood that the employee in any case is not entitled to invoke Arbitration. The Union shall be given the opportunity to have an observer present to ensure that any adjustment(s) are not inconsistent with the terms of this Agreement.

Section 2004. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes on grievability or arbitrability may be referred to arbitration as the threshold issue in the related grievance.

Section 2005. If the basis for the employee's grievance is an action or decision of an official of the Employer above the immediate supervisor, the grievance shall begin at the appropriate level where the decision can be made and the grievance resolved. Grievances involving adverse actions are appropriately filed under this article.

Section 2006. It is agreed that informal steps will be taken to the maximum extent possible to resolve Employee concerns with the Merit Promotion process or with individual selection actions. Employees should address their concerns to the servicing HRO Site office within ten (10) work days of receipt of official notification of action. Employees represented by the unit may also utilize this article to address unresolved issues; however, non-selection for promotion from among a properly ranked and certified list of eligible candidates is not a grievable matter. Time limits for filing a grievance under this provision begin upon receipt of HRO response.

Section 2007. The following grievance procedure applies to all eligible employees in the unit and the Union:

Step 1. Informal. An employee and/or the cognizant Union steward shall first take up the complaint informally with the immediate supervisor, except letters of reprimand and suspensions which will begin at Step 2. The immediate supervisor will make every reasonable effort to resolve the complaint making whatever investigation he/she considers necessary including meeting with the employee and/or steward in an attempt to resolve the complaint. The supervisor must give his/her answer within fifteen (15) working days after the date of the discussion at which the complaint was presented. It is anticipated that most grievances will be settled at this informal level.

Step 2. Formal

If satisfactory settlement is not reached at Step 1, the employee or his/her designee may submit the grievance in writing to the appropriate official with the authority to resolve within five (5) working days of the immediate supervisor 's informal decision. The written grievance shall contain sufficient detail to identify the grievance, date of informal (Step 1) discussion, date of informal decision, and name of person who rendered the informal decision. The written grievance must also state the corrective action desired. The appropriate official with the authority to resolve shall meet with the employee and/or his Union "representative within ten (10) working days of receipt of the written grievance and shall render a decision in writing within fifteen (15) working days of the meeting.

Step 3. If no satisfactory settlement is reached between the parties in Step 2, the grievance may be submitted to the Commanding Officer or designee. The grievance must be in writing and filed within seven (7) working days after receipt of the decision of the appropriate official. The Commanding Officer or his/her designee shall arrange to meet with the employee and his/her representative within ten (10) working days after receipt of the grievance and shall render a decision on the grievance within fifteen (15) working days of the meeting. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to Arbitration.

Section 2008. Failure of the Employer to meet the time limits 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 unless there are extenuating circumstances which justify extending the time limits.

Section 2009. The Employer 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 shall not cast any reflections on his standing with his supervisor or on his loyalty and desirability to the organization, nor shall the grievance be considered as a reflection on the employee's supervisor.

Section 2010. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved") the Employer will call the aggrieved employees together and the Union will select one case for processing under the grievance procedure. The employee will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified. The Employer agrees to take prompt action to settle the grievance. The Employer shall give the Union his/her written answer within fifteen (15) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to Arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 2011. All time limits herein may be extended by mutual agreement of the parties.

Section 2012. A grievance to be valid for processing under this Agreement shall be taken up with the appropriate representative of the Employer within ten (10) work days after the occurrence and or knowledge of the matter in which the grievance arose. Grievances initiated after the ten (10) work days time limit shall not be presented nor considered at a later date.

Section 2013. The Negotiated Grievance Procedure set forth in this Article shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 2004 of this Article.

Section 2014. An aggrieved employee affected by removal, furlough, reduction in grade, or pay or suspension of more than fourteen (14) days, may at his/her option raise the matter under a statutory appellate procedure or the Negotiated Grievance Procedure, but not both. For the

purpose of this Section and pursuant to Section 7121(e) (1) of the Civil Service Reform Act, an employee shall be deemed to have exercised his/her option under this Section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the Negotiated Grievance Procedure, whichever occurs first.

Section 2015. Grievances over the interpretation or application of this agreement may be submitted in writing by the Union directly to the Commanding Officer. The Commanding Officer or his/her designee shall meet with the Union within ten (10) work days after receipt of the grievance. The Commanding Officer or designee shall give the union a written answer within fifteen (15) work days after the meeting. If the grievance is not settled by this method the Union may refer the matter to Arbitration.

ARTICLE 21

ARBITRATION

Section 2101. If the Employer and Union fail to reach a satisfactory settlement on any grievance processed in accordance with Negotiated Grievance Procedure, such grievance may, upon written notice by the Union or Employer, be referred to arbitration. Either party may invoke arbitration by serving appropriate notice to the other party. Such request must be served to the other party not later than ten (10) work days following the conclusion of the last step of the grievance procedure. It is agreed and understood that only the Parties to this agreement can invoke arbitration.

Section 2102. Within ten (10) work days from the date of receipt of the arbitration notice, the Parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators selected from the local listing. The Parties shall meet within five (5) work days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Union and the Employer will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 2103. The arbitration hearing shall be held during the regular day shift hours of the basic work week. Witnesses at the hearing shall suffer no loss in pay. The hours of work for shift employees may be changed to conform with the arbitration hearing.

Section 2104. The arbitrator's fees and expenses, to include the initial filing fee, shall be paid equally by the parties. A verbatim transcript will be made of all arbitration hearings if requested and will be paid for by the requesting party. In the event hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be shared equally by the Employer and the Union. Further, the Employer and the Union share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 2105. If the Parties fail to agree on the submission of a joint stipulation of the issue, each shall submit a separate statement of position regarding the issues involved. The arbitrator shall then hear all the issues submitted by each of the Parties.

Section 2106. The arbitrator will be requested by the parties to render his/her decision as quickly as possible but in any event no later than thirty (30) days after the due date of the post-hearing briefs unless the Parties agree otherwise. The arbitrator shall not change, alter, modify, delete, or add to the provisions of the Agreement as such right is the prerogative of the Parties only.

Section 2107. The arbitrator's award shall be binding on the Parties, However, either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Authority. Such exception must be initiated within thirty (30) calendar days of the date of service of arbitrator's decision. In the absence of such written notification within the specified time limit, it is understood that the award will be binding.

ARTICLE 22

REDUCTION-IN-FORCE

Section 2201. The Employer agrees that prior to the issuance official notice to the employees involved in a reduction-in-force action, the Union shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken and the reason for the reduction-in-force. The Union will render its assistance in communicating to the employees the reasons for the reduction-in-force.

Section 2202. The Employer agrees that in order to minimize the impact of any reduction-in-force, existing vacancies will be filled to the extent practicable through placement of qualified employees who might otherwise be affected by the reduction-in-force action. Subject to the exceptions as provided in applicable regulations, an employee may elect to take a change to lower grade in lieu of separation.

Section 2203. The bumping and retreat rights of employees affected by reduction-in-force shall be governed by applicable laws, rules and regulations.

Section 2204. Any career or career-conditional employee who is separated as a result of reduction-in-force shall be placed on the DOD Stopper list, on the Reemployment Priority list and such employees shall be given preference for reemployment in accordance with applicable laws and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered a permanent position.

Section 2205. In the event a reduction-in-force is implemented, the employee affected shall have the right to review retention registers relative to his case. At the employee's request he/she may be accompanied by a Union representative when reviewing applicable retention registers.

ARTICLE 23

TERMINATION DURING PROBATIONARY OR TRIAL PERIOD

SECTION 2301. When management decides to terminate an employee serving a probationary or trial period because his/her work performance and/or conduct fails to demonstrate his/her fitness or qualifications for continued employment, the employee shall be notified in writing. Any termination will be accomplished in accordance with 5 CFR 315 Subpart H.

ARTICLE 24

HEALTH AND SAFETY

Section 2401. The Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the Employer and Union recognize their respective obligations to assist in the prevention, correction and elimination of all hazardous and unhealthy working Conditions and practices.

Section 2402. The Employer will ensure that industrial health programs are conducted to assist employees in maintaining optimum health while on the job. In the course of performing their regularly assigned work, all employees are encouraged to be alert to unsafe practices, equipment and conditions as well as environmental conditions in their immediate area that constitute industrial health hazards. If an unsafe or healthy condition is observed, the employee or employee's representative should report it to the employee's immediate supervisor. If the safety questions are not settled by the immediate supervisor, the matter will be referred promptly to the Division Head for resolution. In the event resolution is not attained at this level, the employee or employee's representative may refer the matter to the Director/CIC for disposition.

Section 2403. It is agreed that all employees shall be encouraged to report all accidents immediately, as required by existing regulations. The Employer will require all supervisors to comply with current

regulations and instructions concerning reporting of accidents and providing medical services to employee.

Section 2404. It is agreed and understood that employees who attend safety meetings, including union representatives, will be in a duty status for the duration of the meeting.

Section 2405. When a workplace inspection is conducted by OSHA or NAVOSH, the Union shall be invited to participate. During the course of any such inspection, any employee(s) may bring to the attention of the inspector any unsafe or unhealthy working conditions.

Section 2406. The employer shall ensure there is reasonable access to a first aid kit for employees at each detachment.

ARTICLE 25

TRAINING

Section 2501. It is the employer's policy to plan and provide continuous training, development, and career planning of civilian employees required for mission accomplishment. All PSAW employees will have a training record established by the supervisor to plan and track accomplishment of training requirements.

Section 2502. On-the-job (developmental) and/or formal training will be provided to assist employees in meeting the requirements of their position. Employees will receive equal consideration to participate in training consistent with their job assignment and/or work experience.

Section 2503. Identification of training needs will be accomplished annually through preparation and/or update of the Individual Development Plan (IDP). Supervisors will be responsible for ensuring IDPs are completed for every employee under their supervision. IDPs will be a joint effort between supervisors and employees to define goals, assess current knowledge and skills, and identify and document training needed to accomplish goals. There will be direct correlation between the training identified on IDPs and training being provided/received.

Section 2504. Training records will be reviewed by the supervisor on an annual basis to ensure training identified is being accomplished or the plan amended as necessary. The training petty officer will review all training records periodically to ensure supervisory reviews are being conducted.

Section 2505. Training records will be used in conjunction with performance reviews and evaluations. To assist in improving performance, Individual Development Plans will be updated and/or revised to identify training needed to improve individual areas being rated and/or overall performance.

Section 2506. Requests for reimbursement for local travel in conjunction with training must be approved in advance of the training. Local mileage for directed training will be paid in accordance with current travel regulations if government transportation cannot/is not provided.

Section 2507. Employees directed to attend training at a site other than the normal workplace will not normally be required to report to the workplace before or after the training if the training site is closer than the workplace and the training is at least 6 hours of duration.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

Section 2601. The Employer and the Union strongly endorse the principles and objectives of the Equal Employment Opportunity (EEO) Program set forth in applicable laws and government-wide regulations.

Section 2602. It is the policy of the Employer to ensure that through the program of continuing affirmative action, equal opportunity in every aspect of employment policy and practice is afforded to all qualified persons, and to prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental handicap, marital status, political affiliation, or reprisal for having filed a previous discrimination complaint.

Section 2603. Unit employees who feel that they have been or are the victims of discrimination because of race, color, religion, sex, age, national origin, physical or mental handicap shall have the right to pursue such matter(s) in accordance with applicable laws and regulations.

Section 2604. The union shall be informed of, and have the right to present, at all meetings, consultations, and dealings with other groups or associations that concern personnel policies, practices, or matters affecting working conditions of employees covered by this agreement. An exception may be made if the group requesting the meetings objects to the Union's presence. However, if the Union is not present, the meeting may not assume the character of formal consultation, and may not extend to areas where recognition of the interest of one employee group may result in discrimination against or injury to the interest of other employees.

ARTICLE 27

BULLETIN BOARDS

Section 2701. The Employer agrees to provide a Union bulletin board within each PSAW /PSD / CSD for posting of Union notices. Material shall be subject to review by the Employer.

ARTICLE 28

BENEFICIAL SUGGESTIONS

Section 2801. Employees shall be encouraged to discuss their ideas with their immediate supervisor. The immediate supervisor will aid and assist employees in preparing suggestions upon request of the employee.

ARTICLE 29

PERFORMANCE APPRAISAL SYSTEM

Section 2901. Appraisals of employee's job performance will be made at least annually, in writing. An appraisal period must be of at least ninety (90) days duration. The results of performance appraisals will be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

Section 2902. Critical elements and performance standards will be reviewed and approved at the beginning of the appraisal period. Employees may bring concerns regarding the performance elements and/or standards to the attention of the reviewing official. Critical elements and performance standards will be discussed with each employee at the start of each appraisal period. A copy of the critical elements and performance standards will be given to the employee at the beginning of the appraisal period.

Section 2903. Critical elements will be consistent with the duties and responsibilities of the job. Performance standards will be identified for each critical element. A critical element is one of sufficient importance that performance below the minimum standard established by Management requires remedial action and denial of a within grade increase, and may be the basis for reassignment, removal or reducing the grade level of the employee. Such action may be taken without regard to performance on other elements of the job. Anytime an employee's performance is determined to be below a passing level they will be placed under a Performance Improvement Plan (PIP). The PIP will at a minimum, be the counseling of the employee, and may also include training, and closer supervision. The PIP will provide employees with information on their performance and how it may be improved. If employee's performance causes an adverse action to be initiated, the employee will be apprised of his/her rights to Union representation.

Section 2904. At least one progress review will be conducted at approximately the mid-point of the appraisal period, for the purpose of reviewing the employee's work progress during the appraisal period. Progress reviews also provide an opportunity for the supervisor to update the critical elements and performance standards. If modification of critical elements and/or performance standards is needed, the immediate supervisor will discuss changes with the affected employee(s). Employees will be counseled when a pattern of below passing is identified.

Assistance will be provided to employees in their efforts to improve to fully successful performance. The employee will be informed of the time period necessary to demonstrate fully successful performance (30 to 120 days depending on the nature of the position) and if a within grade of increase is being withheld.

Section 2905. At the end of the appraisal period, the employee's performance will be evaluated and rewarded by comparing the employee's actual performance with the established performance requirements. Factors that are beyond the control of the employee will be considered before a rating is assigned. The supervising official will discuss the basis for the rating with the employee, and the employee will be given a copy of the appraisal.

Section 2906. An employee may grieve a performance appraisal rating in accordance with Article 20.

Section 2907. When it is determined that an employee's within-grade increase must be withheld based on performance, the supervisor will inform the employee concerned, in writing, in accordance with applicable regulations, of the decision to either delay or deny the increase.

Section 2908. When an employee's within grade increase is withheld as a result of unacceptable performance, the affected employee may request the matter be reconsidered in accordance with 5 CFR 531.410. Specific points for reconsideration may be handled as follows:

a. an employee in the unit may request reconsideration in accordance with applicable regulations. Such regulations provide that requests for such reconsideration must be submitted in writing by the employee within ten (10) work days after receipt of the written notification that the increase has been denied. Reviewing officials designated to reconsider an employee's request will be Director/OIC. The employee may present the reasons why he believes the decision should be reconsidered, either orally, or in writing;

b. an employee in the unit may be represented by the Union during the reconsideration process; and

c. if, upon reconsideration, the determination is favorable, the employee shall be entitled to compensation at the higher rate,

retroactive to the date on which the step increase was due. If the determination is unfavorable, the employee is entitled to grieve the matter in accordance with Article 20 of this Agreement.

ARTICLE 30

PAYROLL DEDUCTION OF UNION DUES

Section 3001. The Employer will deduct Union dues in accordance applicable regulations from the pay of employees who voluntarily request such dues deduction and who are bona fide members in good standing of the Union.

Section 3002. An employee may authorize an allotment from his pay to cover Union dues (the regular, periodic amount required to maintain the employee in good standing) provided he is a member of the Union in good standing or has signed up for membership in the Union subject to payment of his first month's dues through voluntary allotment; his net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment; and the employee has no other allotment in effect with the Employer for payment of dues to any other employee organization of which he is a member.

Section 3003. The Union will make available and distribute Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to its members. The Local Lodge Treasurer of the Union will receive Standard Form 1187 from its members, certify the current amount of the Union's regular dues to be deducted each bi-weekly pay period, and deliver the completed forms to the Servicing HRO of the Employer.

Section 3004. The Servicing HRO of the Employer will ensure that the member is employed in the unit and promptly deliver forms to the Payroll Office. Allotments will take effect on the first pay period beginning after receipt by the Payroll Office of the employer of the properly executed Standard Form 1187.

Section 3005. If the amount of the regular dues is changed, the Union will certify in writing, such change in the amount of the dues to the

Payroll Office of the Employer. Upon receipt of this certification, the Payroll Office will withhold the certified amount of the dues beginning on the first complete pay period for which the deductions are made after receipt in the Payroll Office, or a later date if requested by the Union. Changes in the amount of Union dues shall not be made more frequently than once in a Twelve (12) month period. Any such change in the amount of the allotment of such employee per bi-weekly pay period shall become effective not later than three (3) weeks following receipt of the notice of change in the Payroll Office or a later date if requested by the Union.

Section 3006. An employee in the unit may file a dues allotment revocation at any time by submitting, in duplicate, a properly executed Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," (or a suitable substitute) to the Servicing HRO. Any such revocation of a dues allotment under this Section shall become effective only at the beginning of the first full pay period following the anniversary date on which the employee authorized his/her dues withholding. Any such revocation request must reach the Servicing HRO in sufficient time to allow forwarding the request for receipt by the servicing Payroll Office not later than the first day of the month in which the anniversary date for the individual's dues allotment occurs. Immediately upon receipt of any such revocation request, the Employer shall forward the original of such request to the servicing Payroll Office and the duplicate to the Local Lodge.

Section 3007. An allotment will be automatically terminated with the beginning of the first pay period following the pay period in which any of the following occur:

- a. loss of exclusive recognition by the Union.
- b. separation of the employee for any reason.
- c. transfer of the employee outside a unit in which the Union has been given exclusive recognition.
- d. upon notification by the union that the 'employee has been expelled or for any reason ceases to be a member in good standing.

Section 3008. The union shall notify the Payroll Office of the Employer Promptly in writing when any member of the Union who has authorized an allotment is suspended, expelled, or for any reason ceases to be a member in good standing.

Section 3009. This Article will continue in full force and effect as long as the Union continues to be recognized by the Employer on an exclusive recognition basis for the employees involved. It may be amended or modified from time to time by mutual consent of the Employer and Union as may be required to appropriately reflect changes made in the regulations and directives pursuant to which it was negotiated.

ARTICLE 31

PUBLICIZING of AGREEMENT

Section 3101. After review and approval of the Agreement in its entirety by the Department of Defense, the Employer will coordinate the printing of the contract.

Section 3102. After the Agreement becomes effective, the Employer will provide copies to each unit member as soon as practicable. New employees will receive a copy of this Agreement from Management. The employer will maintain sufficient copies of the printed original agreement for distribution.

ARTICLE 32

GENERAL PROVISIONS

Section 3201. The Employer agrees to furnish the Union a complete and up-to-date listing of employees quarterly. Each such list shall include the name and work location of each employee. Supervisors, professional employees, and civilian personnel employees will be so indicated.

Section 3202. The Employer agrees that any employee within the unit who contemplates retirement in the immediate future shall, upon request, be

afforded retirement counseling to ensure that the interests of the employee are protected. Any employee who contemplates retirement shall be referred to the DON Civilian Benefits Center by his supervisor for information and counseling.

Section 3203. Employees within the unit will not be canvassed in regards to a matter subject to negotiations or consultations unless by mutual agreement of the Employer and the Union.

Section 3204. If an employee is to be served with a warrant or subpoena, it will be done in private when practicable.

Section 3205. Any proposed change to space requirements, layout and/or utilization will be presented to the union under the conditions of employment provisions. No change will be implemented prior to conclusion of negotiations.

ARTICLE 33

DURATION AND CHANGES

Section 3301. This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval by the Department of Defense. It is agreed that either party may submit to the other party notification of intent to commence negotiations of a new Agreement or a renewal of this Agreement not more than 120 days or less than sixty (60) days prior to the expiration date of this Agreement. 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 renewed in one (1) year increments.

Section 3302. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to openings only as follows:

a. amendment(s) may be required because of changes made in applicable laws, regulations, or instructions after the effective date of this Agreement. In such events, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, regulations, or instructions. Such amendments as agreed to and approved by the Department of Defense will be duly executed by both parties and become effective on a date or dates agreed to as being appropriate under the circumstances;

b. it may be opened for amendment(s) at the mutual consent of either party at any time or at the request of either party on the anniversary date of this Agreement. Request for such amendment(s) proposed by either party must be in writing and must include a summary of the amendment(s) proposed. Both parties shall meet within ten (10) work days after receipt of such notice to discuss the matter(s) involved in such request. If the parties agree that opening is warranted on any such matter(s) they shall proceed to negotiate on amendment(s) to same. No change(s) shall be considered except those bearing directly on the subject matter(s) agreed to by both parties. Such amendment(s) as agreed to will be duly executed by the parties; and

c. it shall be opened for amendment(s) upon the written request of either party made within thirty (30) calendar days after receipt by either party of any change in regulations, orders, instructions, of the Department of Defense, or Department of the Navy which substantially alter the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendment(s) proposed will make reference to the appropriate regulation, order, or instruction upon which each such amendment(s) request is based. The parties shall meet within ten (10) work days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and discretionary area(s) that the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3303. Any amendment(s) agreed upon by the parties shall be reproduced by the Employer and distributed on the same basis as set forth in this Agreement.

Section 3304. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same

has been ratified by the Union, and approved by the Department of Defense.

Section 3305. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 3306. It is agreed that when negotiations are required to amend or supplement this Agreement, a Memorandum of Agreement will be jointly issued by the Employer and Union, in accordance with the provisions of this Agreement and/or applicable regulations. Arrangements will be made by appropriate Director/Officer to meet the requirements of the Memorandum of Agreement and employees concerned will be notified.

Date:

UNIIION RESPRESENTATIVE'S NAME:

SHOP & BADGE NO.

I request official time for the purpose stated below under the terms of the labor management agreement and the statue.

- CONTACT EMPLOYEE (BK)
- INVESTIGATIVE GRIEVEANCE (BK)
- ATTEND COMMITTEE MEETING (BD)
- SCHEDULED GRIEVEANCE MEETING w/ MGMT. (BK)
- NEGOTIATIONS (BA)
- CONSULTATION w/ MGMT. (BD)

OTHER (SPECIFY) _____

EST. TIME REQUIRED:

TIME LEFT WORKSHOP:

TIME RET. WORKSITE:

ADDITIONAL COMMENTS:

SUPERVISOR'S SIGNATURE

DATE

If time requested is not approved, given alternative date/time of release: