COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NAVAL HOSPITAL CORPUS CHRISTI

AND THE

NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 797

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ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

SECTION I. The EMPLOYER recognizes the UNION as the Exclusive representative of all EMPLOYEES in the Unit defined in Section 2 of this Article. Such recognition shall continue as long as the UNION is the representative of the EMPLOYEES under the criteria set forth by the Federal Labor Relations Authority (FLRA).

SECTION 2. The Unit to which this Agreement is applicable is as follows:

Included: All Civil Service EMPLOYEES of the Naval Hospital Corpus Christi Health Care System, to include the Branch Medical Clinic Ingleside, Branch Medical Clinic Kingsville and the Branch Medical Clinic Fort Worth.

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees and supervisors as defined by law.

ARTICLE 2
DUTY TO BARGAIN AND SCOPE

SECTION 1. The PARTIES to this Agreement have a duty to bargain collectively on the conditions of employment affecting EMPLOYEES. This mutual obligation to meet shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute. In the administration of this Agreement, the PARTIES are subject to all applicable existing and future laws and government-wide regulations, and to all Department of Defense (DOD) and Department of Navy (DON) rules and regulations except when the FLRA has determined that no compelling need exists for the rule of regulation.

SECTION 2. The duty of the PARTIES to negotiate in good faith under Section I of this Article shall include the obligation to use IBB when the PARTIES mutually agree it is appropriate and:

to approach the negotiations with a sincere resolve to reach an agreement;

to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;

to meet at reasonable times and convenient places as
frequently as may be necessary, and to avoid unnecessary delays;

in the case of the EMPLOYER, to furnish data to the UNION, upon request and to the extent not prohibited by law and pursuant to this Agreement;

if agreement is reached, to execute upon the request of any PARTY to the negotiations a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

SECTION 3. This Agreement between the PARTIES and any modification thereto shall be subject to the approval of the Secretary of Defense. The Secretary of Defense shall approve this Agreement within 30 days from the date the Agreement is executed if the Agreement is in accordance with the provisions of 5 U.S.C. 71 and any other applicable law, rule or regulation (unless the DON has granted an exception to the provision). If the Secretary of Defense does not approve or disapprove this Agreement within the 30 day period, the Agreement shall take effect and shall be binding on the EMPLOYER and the UNION subject to the provisions of 5 U.S.C. 71 and any other applicable law, rule or regulation.

SECTION 4. Bargaining is subject to Federal law, to Government- wide rules and regulations, and to agency (DOD and DON) rules and regulations except when the FLRA has detem1ined that no compelling need exists for the agency rule or regulation.

SECTION 5. Mutual Rights and Obligations

The PARTIES have the mutual obligation to each other to conduct labor management relations in a manner that is fair and equitable. A primary goal of the PARTIES is the creation and maintenance of constructive, positive relationships.

This Agreement is a living document and the fact that certain matters are reduced to writing does not alleviate the responsibility of either PARTY to meet with the other to discuss matters not covered by the Agreement.

SECTION 6. The EMPLOYER has the authority to make reasonable and necessary rules and regulations relating to personnel policies, practices and working conditions.

The establishment of new or revised EMPLOYER policies or practices that change conditions of employment affecting EMPLOYEES and for which there is an obligation to consult and bargain shall be accomplished by presenting a draft of the proposed policy or work practice to the UNION. The proposed changes will no1mally be provided at least 30 calendar days prior to the implementation date. If circumstances preclude such advance notice, the EMPLOYER will provide the proposed changes at the earliest practicable time.

The UNION's may request to negotiate the substance or impact and implementation of the proposed change as appropriate, by submitting written proposals to the EMPLOYER within 15 calendar days of receipt of the EMPLOYER's proposal. The-UNION will have waived its right to bargain if it does not submit written proposals within the 15 calendar day period unless the EMPLOYER has granted an extension of time.

If the UNION submits written proposals, the PARTIES will meet within 5 calendar days following the EMPLOYER's receipt of the UNION's proposals to negotiate the matters. However, such a meeting is not required in the event that either the UNION or the EMPLOYER accepts the other PARTY'S total proposal.

SECTION 7. In the event the UNION and the EMPLOYER cannot reach mutual agreement regarding the proposed change or impact and implementation of such change and either PARTY declares an impasse exists, the impasse shall be resolved utilizing the procedures outlined in 29 C.F.R. Ch. XII, Part 1425, and 5 C.F.R. Ch. XIV, Sub Chapter D, Part 2471.

SECTION 8. Occasionally, unusual situations or circumstances outside the EMPLOYER's control will occur which will require the EMPLOYER to implement policies and procedures immediately to insure effective and efficient operations as mandated by 5 U.S.C. 7101 (b). In such event, the EMPLOYER will promptly notify the UNION of the changes and the reasons why the normal notification procedures of this Agreement were waived. The UNION may, at its discretion, invoke bargaining under the procedures in this Agreement. The PARTIES will implement any resulting agreements immediately. If the UNION concludes the EMPLOYER's actions were improper, the UNION may exercise the right to file a grievance or an unfair labor practice charge.

SECTION 9. Changes in conditions of employment or in the EMPLOYER's policies and directives at the department or lower levels, for which there is an obligation to bargain, shall be made known to UNION Officials. The procedures and time limits concerning the obligation to bargain are as set forth in this Article. Upon concurrence of the UNION Official, or if no proposals are submitted by the UNION Official within the 15 calendar days, the change may be implemented and there is no fu11her obligation to consult and negotiate

SECTION 10. The PARTIES shall fulfill their obligation under the provisions of 5 U.S.C. 7106 to negotiate:

at the EMPLOYER's discretion on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

procedures which the EMPLOYER will observe in

exercising any authority under this Section; or

appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under this Section by the EMPLOYER.

ARTICLE 3
PARTNERSHIP PRINCIPLES

SECTION I. The PARTIES affirm their commitment to pat1nership principles by the continuation of a Partnership Council operated in accordance with a Partnership Agreement. The Partnership Agreement may be modified by mutual consent of the PARTIES.

SECTION 2. The Partnership Council will involve UNION representatives as full partners with management representatives to identify problems and craft solutions to better serve EMPLOYER customers and mission and EMPLOYEES.

SECTION 3. It is the PARTIES intent not to let their retained rights impair their ability to engage as full partners.

ARTICLE 4
RIGHTS OF THE EMPLOYER

SECTION I. Nothing in this Agreement shall affect the EMPLOYER's authority:

to determine the mission, budget, organization, number of EMPLOYEES, and internal security practices of the EMPLOYER;

to hire, assign, direct, lay-off and retain EMPLOYEES or suspend, remove, reduce in grade or pay, or take other disciplinary action against EMPLOYEES;

to assign work, *to* make determinations with respect to contracting out and to determine the personnel by which the EMPLOYER's operations shall be conducted;

to make selections for appointments and promotions from:

among properly ranked and certified candidates for promotion; or

(2) any other appropriate source; and

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

ARTICLE 5
RIGHTS OF EMPLOYEES

SECTION I. Each EMPLOYEE shall have the right to form, join or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each EMPLOYEE shall be protected in the exercise of such right. Except as provided by law, such right includes the right:

To act for the UNION in the capacity of a representative and, in that capacity, to present the views of representatives and the UNION to heads of agencies, and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities;

To engage in collective bargaining with respect to conditions of employment as representatives of the UNION;

To bring matters of personal concern to the attention of the EMPLOYER through the representation of the UNION, unless the EMPLOYEE elects not to be represented by the UNION;

To exercise grievant or appellant rights established by law, regulations or this Agreement;

To communicate directly with and receive advice from any
UNION Official.

SECTION 2. The UNION shall be given the opportunity to be represented at any examination of an EMPLOYEE by a representative of the EMPLOYER in connection with an investigation, if:

The EMPLOYEE reasonably believes that the examination may result in disciplinary action against the EMPLOYEE, and the EMPLOYEE requests UNION representation.

SECTION 3. In case of a formal investigation involving a search of an EMPLOYEE's personal affects, the EMPLOYEE may request a UNION representative be present at the search. Such request should be honored if the investigation/ search is not unduly delayed or obstructed.

SECTION 4. EMPLOYEE counseling sessions will be conducted privately.

SECTION 5. EMPLOYEES have the right to meet with a Human Resources (HR) representative, EEO representative, and/ or the Commanding Officer during duty time.

In order to meet with an HR or EEO representative, the EMPLOYEE must firs\ contact his or her supervisor or other designated management official and request time to do so. The supervisor or other management official will contact the HR or EEO representative and schedule the appointment. Before leaving the work site, the EMPLOYEE must first check out with the supervisor.

In order to meet with the Commanding Officer, the EMPLOYEE must first discuss the matter with his or her supervisor. If the issue is not resolved at that level, the EMPLOYEE may request to see his or her Department Head. The supervisor or designated management official will schedule the appointment. If the issue is not resolved at that level, the employee may request to see the Commanding Officer. The supervisor or designated management official will schedule the appointment. The Commanding Officer may meet with the EMPLOYEE, or decline to do so, or may designate the Executive Officer or other management official to meet with the EMPLOYEE on his or her behalf.

ARTICLE 6
RIGHTS OF THE UNION

SECTION 1: The UNION is entitled to act for, and negotiate collective bargaining agreements covering all EMPLOYEES for which it is the exclusive representative.

SECTION 2: The UNION shall be given an opportunity to be represented at:

any formal discussion between one or more representatives of the EMPLOYER and one or more EMPLOYEES or their representative concerning any grievance or any personnel policy or practice or other general condition of employment; or

any meetings described in Article 5, Section 2. When an EMPLOYEE requests UNION representation, the EMPLOYER will wait a reasonable period to time for a UNION representative *to* arrive. The EMPLOYER shall annually inform EMPLOYEES of their rights of Article 5, Section 2. The EMPLOYER will provide the UNION with an adequate number of annual notices for distribution.

any appropriate boards and committees as determined by mutual agreement.

SECTION 3. The UNION's right to be present does not extend to

informal discussions between an EMPLOYEE and a supervisor;

appraisals/ ratings, personal matters, or counseling by a supervisor concerning an EMPLOYEE's work, conduct, etc., unless provided for in this Agreement.

SECTION 4. Prior to communicating directly in writing with EMPLOYEES through surveys or questionnaires regarding conditions of employment, notice will be given to the UNION, which will be afforded the opportunity to negotiate consistent with 5.

U.S.C. 71.

SECTION 5. Upon receipt of a written request from the UNION, the EMPLOYER, through its Human Resources representative, will furnish the UNION with a listing of the names, position titles, series, grades and work locations of all EMPLOYEES.

ARTICLE 7
UNION REPRESENTATION

SECTION 1. The EMPLOYER recognizes the Officers and representatives of the UNION. The UNION shall provide the EMPLOYER in writing, and maintain with the EMPLOYER on a current basis, a complete list of all authorized Officers and representatives together with the designation of the work area each 1s authorized to represent, with a copy to be furnished to the Labor Advisor, HR.

SECTION 2. UNION Officers and representatives will be authorized a reasonable amount of official time, subject to workload requirements, to perform the partnership and representational duties listed below, as appropriate. The UNION can grieve the reasonableness of any unilateral change by the EMPLOYER to change the practice in place as of the effective date of this Agreement.

discuss, investigate and present grievances, appeals and complaints of EMPLOYEES or the UNION with respect to matters concerning conditions of employment;

prepare and present a reply to a proposed disciplinary or adverse action;

respond to an EMPLOYER grievance against the UNION;

attend formal discussions and those examinations of EMPLOYEES by management representatives as provide by this Agreement;

attend meetings arranged by the EMPLOYER;

prepare and present a grievance at an arbitration bearing;

perform other representational functions provided for in this Agreement.

SECTION 3. Official time shall not be used for matters in connection with the internal operation of the UNION; the collection of dues assessment of other funds; the solicitation of membership; the distribution of literature or authorization cards; or in the solicitation of grievances or complaints.

SECTION 4. UNION Officers and Stewards shall adhere to the following procedures in performing authorized representational work during duty hours as provided for in this Agreement. EMPLOYEES shall adhere to the provisions in this Section that pertain to them.

During duty hours, EMPLOYEES will request permission from their supervisors to contact a designated UNION representative.

EMPLOYEES will contact their designated UNION representative (or Chief Steward at Large or UNION office) when needing representation.

UNION representatives will coordinate meetings with EMPLOYEES, and obtain proper authorization from appropriate management officials if a meeting is during paid working hours of the EMPLOYEES or UNION representatives.

UNION representatives will use Appendix A in requesting official time.

UNION representatives and EMPLOYEES must report to their respective supervisors upon return to duty.

In the event a meeting is not held within 24 hours a meeting will be scheduled at the earliest practicable date and time. In the event a delay in the release of the UNION representative or EMPLOYEE is caused by the EMPLOYER, and results in the untimely filing of a grievance under this Agreement, the time limits for filing will be extended by 5 calendar days.

In the event a UNION representative wants to conduct representational business at the UNION office or to attend management meetings, the appropriate procedures of Section 4 c will apply.

Supervisors will respect the confidentiality of these matters.

SECTION 5. The EMPLOYER will grant a reasonable amount of official time to the UNION to attend training approved in advance by the EMPLOYER. The content of the training shall be within the scope of 5
71 and applicable laws, rules and regulations, and of mutual benefit to the EMPLOYER and the UNION. The UNION will submit an official time request stating the time requested along with the training agenda and covered topics, one week prior to the requested training.

The EMPLOYER will consider exceptions on a case-by-case basis. If the EMPLOYER denies a request, it will explain the reasons for the denial in writing. The UNION will be responsible for any training costs.

SECTION 6. Staff representatives and Officers of the UNION who are not EMPLOYEES will obtain authorization in advance from the EMPLOYER to visit the Activity to carry out UNION business as authorized by applicable regulations and this Agreement.

SECTION 7. UNION representatives shall be entitled to all benefits, rights and privileges as any other EMPLOYEE employed under similar circumstances.

SECTION 8. The EMPLOYER will authorize the UNION to conduct a monthly two-hour training session for Officers and Shop Stewards. The UNION will submit agenda items to the EMPLOYER one week prior to the scheduled training. The training must be of a benefit to both PARTIES. The UNION will not discuss internal UNION
busmess at these monthly sessions.

ARTICLE 8
DIRECT DEPOSIT AND ELECTRONIC FUNDS TRANSFER

SECTION 1. Direct Deposit/ Electronic Funds Transfer (DD/EFT) is the standard method of payments for pay of EMPLOYEES. The EMPLOYER considers the requirement to participate in DD/EFT as a reasonable condition placed upon the offer of employment for EMPLOYEES. DD/EFT is a payment method that allows individuals to have their net pay sent directly to their account of choice at their designated financial institution. DD/EFT participants benefit from increased security of the transaction (no check to be lost or stolen); automatic deposit of their money at the opening of business on the payment date; and the elimination of special trips to deposit or cash Treasury checks. DOD benefits from the elimination of the costs of printing, mailing and processing individual checks.

SECTION 2. Except for exempt EMPLOYEES as discussed in Section 3, this policy covers:

EMPLOYEES currently enrolled in DD/EFT as a result of an existing mandatory DD/EFT program;

EMPLOYEES hired from outside of Civil Service or from other DOD and non-DOD agencies;

EMPLOYEES who are promoted or reassigned through a competitive selection.

SECTION 3. EMPLOYEES who are not currently required to participate in a DD/EFT program are exempt from this policy.

However, if these EMPLOYEES later elect to enroll in DD/EFT or take an action requiring DD/EFT participation, they will lose the exemption status.

SECTION 4. EMPLOYEES have 60 days to enroll in DD/EFT atier an action that requires their participation in DD/EFT. EMPLOYEES may be subject to appropriate administrative action for failure to enroll in DD/EFT or obtain a waiver as discussed in Section 5.

SECTION 5. Waivers for up to 1 year may be granted to any EMPLOYEE when it is determined that it would be in the best interest of both the EMPLOYEE and the EMPLOYER for that EMPLOYEE to not enroll or withdraw from DD/EFT participation. Waivers may be granted because of financial difficulties, financial irresponsibility, or other extenuating circumstances. EMPLOYEES may request waivers, or the EMPLOYER may direct them. Waivers may be renewed if the conditions for issuing them still exist. The EMPLOYER and DFAS will monitor waivers to ensure prompt return to DD/EFT participation.

SECTION 6. Charges resulting from erroneous information provided by an EMPLOYEE or financial institution to the servicing financial office are not the liability of the EMPLOYER and will not be reimbursed. The EMPLOYER will assist EMPLOYEES who have payroll timelines issues in contacting the DFAS Customer Service Representative.

Reimbursement is authorized and limited to overdraft charges or minimum balance or average balance charges levied by a financial institution as a result of an administrative or mechanical error on the part of the EMPLOYER which causes the pay of an EMPLOYEE to be deposited late or in an incorrect manner or amount.

The servicing financial office will contact the financial institution to explain the error, and request charges levied against the account holder be reversed. If the financial institution declines to reverse the charges, reimbursement of the charges may be made from the appropriation available for the pay of the EMPLOYEE concerned. The servicing financial officer will provide letters to dishonored check

recipients explaining that the dishonored check was caused by government error, and not by the EMPLOYEE.

SECTION 7. DD/EFT is the preferred method for paying all allotments and should be used whenever possible. DD/EFT is required for all allotments sent to financial institutions participating in the Federal Reserve System. EMPLOYEES starting or having current discretionary allotments to individuals are encouraged to use DD/EFT.

ARTICLE 9
ALLOTMENTS OF DUES

SECTION 1. The EMPLOYER shall deduct UNION dues from the pay of EMPLOYEES, subject to the following provisions:

a. The UNION will procure Standard Form 1187, "Request and Authonzat10n for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to EMPLOYEES desiring to authorize an allotment for withholding of UNION dues from their pay.

b. The President or designee will certify each completed SF-1187, will insert the with holding amounts and then submit them to the payroll office, with a copy to the Labor Advisor, HR. The EMPLOYER will return to the UNION the forms for ineligible EMPLOYEES with an explanation for the determination.

Allotments will be effective at the beginning of the first full pay period after receipt of SF-I 187s by the payroll office.

The UNION will promptly notify the payroll office within *5* calendar days, in writing, when the UNION terminates an EMPLOYEE'S membership.

SECTION 2. The payroll office will prepare a biweekly remittance check at the close of each pay period for which deductions are made, and forward it to the Treasurer of the UNION or by direct deposit to the UNION'S designated financial institution. The check will be for the total amount of dues withheld for that pay period. The payroll office may forward to the UNION a listing of members and the amounts withheld. The list may also include the names of those

EMPLOYEES for whom allotments have been temporarily or permanently stopped and the reasons therefore, e.g., moved out of the bargaining unit, separation, LWOP, insufficient income during the pay period, etc.

SECTION 3. A member may voluntarily revoke an allotment for payment of dues by filling out an SF-1188, and submitting it directly to the DFAS Customer Service Representative for action and distribution. The EMPLOYER will provide copies ofSF-1188s to EMPLOYEES on request. After receipt of such notice by the payroll office, the revocation will become effective on the anniversary of the date when the deduction began, unless the allotment has been in effect less than one year, in which case the dues will be terminated on the 1st anniversary of the date when the deductions began.

ARTICLE 10
FACILITIES AND SERVICES

SECTION 1. The EMPLOYER will provide the UNION with office space and utilities free of charge. Facilities may include rest room, heating, electrical power, water and a telephone for on-base use. Upkeep of the office, facilities and equipment will be the responsibility of the UNION. Pursuant to the provisions of the NAVCOMPT Manual the EMPLOYER may authorize, subject to availability, UNION access to other non-commercial communication services. The UNION will use these services only for conducting official representational business and will promptly reimburse the EMPLOYER for all long distance telephone charges incurred upon receipt of billing by the EMPLOYER. Military owned/leased telephone systems are subject to monitoring and this Agreement constitutes consent of the UNION for telephone calls to be monitored. The UNION'S use of these services for other than representational business will result in termination of services. The UNION may have access to DRMO and SERVMART, subject to applicable rules and regulations and the EMPLOYER's property accountability procedures. Any SERVMART purchases are at the UNION'S expense. The UNION will be required to maintain liability insurance at its own expense, and must provide evidence of liability insurance to the EMPLOYER annually.

SECTION 2. The EMPLOYER will allow one fourth of the space on official bulletin boards for posting of UNION notices. Additional space is subject to mutual agreement by the PARTIES. The UNION is responsible for the contents of the literature it posts, and for maintaining its spaces m an orderly condition. The EMPLOYER will grant the UNION an appropriate amount of space on other posting areas in the immediate work area, which the

EMPLOYER uses to communicate with its EMPLOYEES, subject to the EMPLOYER's posting policies and this Article. The UNION Vice President employed by the Command will have access to an available computer with email access and a printer for use for official union business. The UNION may access the computers only while on authorized official time, and must comply with the EMPLOYER's internal security and standards of conduct policies for the use of computers. Violation of those policies will result in automatic revocation of authority to use the equipment.

SECTION 3. The EMPLOYER may permit on its premises, on a case-by-case basis, any petitions and distribution of pamphlets and recruitment campaigns subject to the following conditions and procedures:

The UNION will inform the Labor Advisor of the intended activity, and will provide copies of all petitions (prior to signature) and pamphlets to the Labor Advisor and the EMPLOYER prior to the scheduled activity

The requested location is reasonably available without disruption to the EMPLOYER's operations and/or does not conflict with the EMPLOYER's security concerns.

If the EMPLOYER approves the proposed schedule for the activity, the UNION will conduct its activities only during the non-duty time of all affected EMPLOYEES, and

The EMPLOYER will inform the UNION of its reasons for denying any UNION request to conduct such activity.

Approval for such activities rests with the EMPLOYER, and the UNION may conduct only those UNION related activities permitted by law and this Agreement. Partisan political activities and commercial solicitations are prohibited, except as otherwise authorized by this Agreement.

SECTION 4. The EMPLOYER will provide the UNION with copies of the EMPLOYER's instructions, regulations and other directives relating to conditions of employment normally provided to labor organizations. Human Resources may also furnish to the UNION similar material issued by DOD and DON, if such material is in its possession. The EMPLOYER and HR have no obligation to provide any mformat10n to the UNION that has been previously provided.

SECTION 5. The EMPLOYER will distribute one copy of this Agreement to each EMPLOYEE, one copy to each new EMPLOYEE at the time of hire, and will provide 50 copies to the UNION.

SECTION 6. The Human Resources Office is the temporary custodian of the Official Personnel Folders (OPFs) which are the official property of the Office of Personnel Management (OPM). HR will maintain the OPFs in accordance with OPM and Privacy Act reguI.at10ns, and will restrict access to OPFs to those persons who officially need access to perform their duties. EMPLOYEES and their officially designated (in writing) representatives may also have access to process and resolve matters covered by this Agreement. The EMPLOYER will return to EMPLOYEES all material removed from the OPFs.

ARTICLE 11
RIGHT TO INFORMATION

SECTION 1. The EMPLOYER may provide to the UNION, upon the UNION's written request, data:

which is normally maintained by the EMPLOYER in the regular course of business;

which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and

which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining.

SECTION 2. In order to be acted on, each UNION request for data (material maintained by the EMPLOYER in written or recorded form) must provide the specific information on what is being requested and why, and an explanation on how the data is necessary and relevant within the scope of this Agreement, law and regulation.

SECTION 3. The EMPLOYER may deny UNION requests for data when the EMPLOYER determines that:

the data is not available to or in the possession of the EMPLOYER;

the data had been previously provided to the UNION;

the data constitutes guidance, advice, counsel or training for management officials or supervisors;

the data interferes with any EMPLOYEE'S right to privacy,

the release of the data is otherwise prohibited by law; and

the UNION fails to provide the information required in Section 2 above.

SECTION 4. If the EMPLOYER denies a UNION request for data, the

EMPLOYER shall give the UNION the specific reasons for the denial. The UNION may grieve the denial by filing a 3 Step grievance under this Agreement's grievance procedures, or initiate an unfair labor practice charge under this Agreement and 5 U.S.C. 7116.

SECTION 5. In accordance with the Partnership Agreement and prmc1ple.s, the EMPLOYER and the UNION shall freely share informat1on not restricted by laws, rules and regulations.

ARTICLE 12
HOURS OF WORK

SECTION 1. Subject to the provisions set forth in 5 U.S.C. 61, the administrative workweek begins on Sunday at 0001 and ends the following Saturday at 2400. The basic workweek will consist of forty hours, scheduled eight hours per day, Monday through Friday, unless work requirements dictate otherwise, and shall conform to current regulations. The EMPLOYER may assign EMPLOYEES to a different administrative or basic workweek on a permanent basis, when such action is necessary because of operational and mission requirements.

SECTION 2. The EMPLOYER will make a reasonable effort to assign EMPLOYEES to the basic workweek to the extent possible by workload commitments, facilities and space. The EMPLOYER may consider changes to work hours to accommodate an EMPLOYEE when situations occur beyond the EMPLOYEE'S control.

SECTION 3. The EMPLOYER determines shift allocations and assignments. The EMPLOYER will arrange tours of duty to allow for two consecutive days off, unless rendered impractical by shift rotation or workload factors.

SECTION 4. The EMPLOYER will inform affected EMPLOYEES of changes in the days or hours in the basic workweek when the EMPLOYER determines such changes are necessary, and shall record the changes on affected EMPLOYEES time cards or other documents for recording work. Timekeeping procedures may be flexible to accommodate the EMPLOYER needs. When the EMPLOYER decides to change the work shift of an entire organizational segment on a permanent basis, the EMPLOYER will inform the UNION and all affected EMPLOYEES of the changes, the reasons therefore and the effective date. If the UNION or individual EMPLOYEES have concerns over the changes, they may present those concerns to the EMPLOYER, who will consider those concerns before 1mplementmg the change. If the EMPLOYER decides not to implement the changes as previously decided, the EMPLOYER will so inform the UNION and affected EMPLOYEES.

SECTION 5. The EMPLOYER may reschedule an EMPLOYEE'S lunch break if an EMPLOYEE is required to work through his or her regular lunch break and

operational and mission requirements permit. The lunch break should be rescheduled to one hour before or one hour later than the normal lunch break, if possible.

SECTION 6. EMPLOYEES are authorized two separate fifteen- minute breaks during the eight-hour work shift for EMPLOYEES. EMPLOYEE.S will normally take their first break approximately midpoint during the first four hours of the shift. They will normally take their second break approximately midpoint during the second four hours of the shift. EMPLOYEES may not double up their breaks, and they may not take their breaks m conjunction with lunch breaks nor in conjunction with arrivals to or departures from work. The EMPLOYER may deny, delay or limit breaks if doing so will prevent or minimize adverse impact on operations or the mission, or if such action is necessary because of EMPLOYEE abuse of the privilege. Such decisions concerning breaks are not grievable.

SECTION 7. EMPLOYEE'S are required to be at their job site or designated reporting areas, and be ready to work at the commencement of the shift. EMPLOYEES will be allowed time prior to lunch breaks and at the end of the shift to secure government property, equipment and tools.

SECTION 8. Subject to the limitations of 5 C.F.R. 55401(a), all tune spent by an EMPLOYEE performing an activity for the benefit of the EMPLOYER and under the control or direction of the EMPLOYER is "hours of work."

ARTICLE 13
OVERTIME

SECTION 1. Overtime compensation, including call back overtime and standby duty, shall be paid in accordance with applicable laws and regulations. The assignment of overtime work is a function of management, and is not voluntary in nature. Management officials are required to keep overtime work to a minimum consistent with the accomplishment of the EMPLOYER's mission. Therefore, the EMPLOYER is expected to assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable.

EMPLOYEES shall be notified of planned overtime when that determination is made, and of unplanned overtime at the earliest practicable time.

SECTION 2. When overtime work is required, the EMPLOYER will assign such work in a fair and equitable manner, based on the. knowledge, skills and abilities of available EMPLOYEES, and consideration of health and fatigue factors. When it becomes necessary to work overtime, the EMPLOYER may assign the overtime work to the individual who had been performing the work in the regular shift.

An EMPLOYEE may be released from working overtime provided another equally qualified EMPLOYEE is available who is willing to work overtime and is approved by the EMPLOYER.

The EMPLOYER may, upon an EMPLOYEE's request, relieve the EMPLOYEE from a callback assignment if the assignment would result in a hardship to the EMPLOYEE and provided there is another EMPLOYEE available who is qualified to perform the work in a safe and efficient manner acceptable to the EMPLOYER.

SECTION 3. The EMPLOYER may make overtime records of EMPLOYEES available to an EMPLOYEE or his or her representative when requested to resolve an EMPLOYEE'S complaint. Information given in such records will be in accordance with applicable provisions of law, regulation and this Agreement.

ARTICLE14
ENVIRONMENTAL DIFFERENTIAL PAY (EDP)/ HAZARDOUS WEATHER

SECTION 1. The EMPLOYER, UNION and EMPLOYEES have as one of their continuing objectives the elimination or reduction to the lowest possible level of all hazards, physical hardships and working conditions of an unusually severe nature. Even when an environmental differential is authorized, continuous positive action must be taken to eliminate danger and risk that contribute to or cause the hazard, physical hardship or working condition of an unusually severe nature.

SECTION 2. EMPLOYEES should inform the EMPLOYER of any concerns relating to their entitlement to EDP before seeking assistance from sources outside the Command.

SECTION 3. The EMPLOYER will inform the UNION of any new work situations that qualify for environmental differential pay.

SECTION 4. Subject to 5 C.F.R. 550, EDP (additional pay for the perfom1ance of hazardous duty or duty involving physical hardship) may be authorized:

For "duty involving physical hardship" which means a duty which may not in itself be hazardous but which causes extreme physical discomfort or distress and which is not adequately alleviated by protective or mechanical devices, such as duty involving exposure to extreme temperatures for a long period of time, arduous physical exertion, exposure to fumes, dust, or noise which causes nausea, skin, eye, ear, or nose irritation.

"Hazardous duty," which means a duty performed under circumstances in which an accident could result in serious injury or death, such as a duty performed on a high structure where protective faci1ities are not used, or on an open structure where adverse conditions such as darkness, lightning, steady rain, or high wind velocity exist.

When applicable to particular situations, Occupational Safety and Health Administration. (OSHA) standards provide the legal Permissible Exposure Limits (PELs) to determine if a hazard, physical hardship, or working condition of an unusually severe nature has been practically eliminated. For example, EDP is paid to EMPLOYEES who are directly exposed to airborne concentrations of asbestos fibers that are at or exceed 0.1 fibers per cubic centimeter, over an eight hour time weighted average (TWA), because this is the current applicable OSHA PEL. This situation occurs when EMPLOYEES are intentionally exposed, such as in "spills," or if the required personal protective equipment (PPE) fails to protect the EMPLOYEES such as in mechanical failures or tears in the clothing and not if EMPLOYEES fail to use or misuse PPE.

Environmental differential may not be paid when the hazard is adequately alleviated by mechanical equipment or protective devices being used. Hazard pay differential will not be paid to an EMPLOYEE when the hazardous duty has been taken into account in the classification of his or her position.

SECTION 5. The EMPLOYER will notify EMPLOYEES promptly when environmental pay is authorized in accordance with the categories of environmental differentials defined in applicable laws rules and regulations. If at any time during a job assignment an EMPLOYEE believes that additional pay is warranted, the EMPLOYEE should call the matter to the attention of the immediate supervisor, who will advise the EMPLOYEE within a reasonable period of time if additional pay will be allowed. Upon an EMPLOYEE's request, the EMPLOYER will make available a copy of applicable laws, rules and regulations for review. Unresolved complaints regarding environmental pay may be grieved under the negotiated grievance procedure.

SECTION 6. EMPLOYEES subjected to more than one hazard, hardship or condition as listed in applicable laws, rules and regulations at the same time shall be paid for that exposure which results in the highest environmental differential, but shall not be paid more than one differential for the same hours of work. EMPLOYEES performing work on second and third shifts shall receive

applicable shift differential pay in addition to any environmental differential pay that is authorized.

SECTION 7. When an environmental differential is paid on the basis of all hours in a pay status, EMPLOYEES will also be paid the differential during a period of overtime that occurs on the same day. When an employee is exposed to an unusually severe hazard, physical hardship or working condition during an overtime period for which he/she is entitled to overtime pay, the employee shall be paid no less than the minimum amount of environmenta1 differential to which he/she would otherwise be entitled.

SECTION 8. EDP for General Schedule (GS) EMPLOYEES will be paid in accordance with 5 C.F.R. 550, Appendix A. EDP for Prevailing Rate (WO) EMPLOYEES will be paid in accordance with 5 532.511, Appendix A. The provisions of Section 4 (c) above apply.

SECTION 9. The EMPLOYER shall ensure that EMPLOYEES are kept informed of hazardous weather conditions. To the maximum extent possible, the EMPLOYER shall maintain and keep a current list of essential billets needed to continue duty status during hazardous weather conditions. The EMPLOYER will develop a watch bill of essential EMPLOYEES upon the setting of Storm Condition III. Essential EMPLOYEES will be advised of the requirement to remain in a duty status during the storm, as soon as practical, but in no case later than the setting of Stom1 Condition II.

SECTION 10. The release and recall procedures for both essential and non-essential EMPLOYEES shall be in accordance with the CNATRA Regional Area Coordination Manual.

SECTION 11. The EMPLOYER appreciates the efforts of its EMPLOYEES during periods of hazardous weather conditions and will recognize efforts as appropriate under the EMPLOYER's Incentive Awards Program.

SECTION 12. The EMPLOYER will determine when inclement weather or any other emergency conditions are such as to warrant announcements of special

reporting instructions or excused absences.

SECTION 13. When the EMPLOYER determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an EMPLOYEE should or should not be charged leave for an absence depends upon the EMPLOYEE's duty or leave status at the time of dismissal:

If an EMPLOYEE was on duty and was excused, there is no charge to leave for the remaining hours of the work shift after being excused.

If an EMPLOYEE was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged from the time the EMPLOYEE departed until the time set for dismissal.

EMPLOYEES who are on scheduled leave before notice of early dismissal is received will be charged leave for the amount of time requested for that day.

SECTION 14. In exercising its discretionary authority, the EMPLOYER may grant administrative leave where hazardous weather or other unforeseen emergencies prevent EMPLOYEES from reporting to work or causes them to be tardy.

ARTICLE 15
DISCIPLINARY ACTIONS

SECTION 1. Disciplinary actions may be taken for just cause. For the purpose of this Agreement, a disciplinary action is defined as a suspension of fourteen calendar days or less, or letters of reprimand which the EMPLOYER takes against EMPLOYEES.

SECTION 2. Prior to initiating disciplinary action against an EMPLOYEE, a preliminary investigation or inqui1y may be made by the EMPLOYER as is necessary to determine the facts in the case. If a formal disciplinary action appears to be warranted, a discussion may be held with the EMPLOYEE and his or her UNION representative if the EMPLOYEE requests representation.

SECTION 3. When a decision is made to propose a suspension of fourteen calendar days or less, the affected EMPLOYEE is entitled to:

an advance written notice stating the specific reasons for the proposed suspension;

at least ten calendar days (or more if an extension is requested and approved) to answer orally and/or in writing and to furnish affidavits and other documentary evidence to support the answer;

to be represented by an attorney or other representative at the EMPLOYEE's own expense; and

a written decision and the specific reasons therefore at the earliest practicable date.

SECTION 4. Letters of reprimand and decision letters on disciplinary actions shall advise the EMPLOYEE that he or she may grieve the action under the negotiated grievance procedure which is the sole and exclusive procedure for grieving such matters. Grievances over such matters must be filed at the Step higher in the grievance procedure than the level in the organization that

effected the action. Only the EMPLOYER or the UNION may invoke arbitration.

ARTICLE 16
ADVERSE ACTIONS

SECTION I. Adverse actions may be taken only for such cause as will promote the efficiency of the service. For purposes of this Agreement, an adverse action is defined as removal, suspensions for more than fourteen calendar days, reduction-in-grade or pay, or furlough for thirty calendar days or less which is taken against an EMPLOYEE by the EMPLOYER. It does not include the following actions.

a suspension or removal for the reason of National Security 5 U.S.C. 75, Subchapter IV;

a reduction-in-force 5 U.S.C. 35

a reduction-in:-grade or removal based on unacceptable performance 5U.S.C. 43;

an action initiated by the Merit Systems Protection Board Special Counsel with respect to prohibited personnel practices (Title *5* U.S.C. 12 and 23).

SECTION 2. Prior to initiating an adverse action against an EMPLOYEE, a preliminary investigation or inquiry may be made by the EMPLOYER as is necessary to determine the facts in the case. If a formal adverse action appears to be warranted, a discussion may be held with the EMPLOYEE and his or her UNION representative if the EMPLOYEE requests representation.

SECTION 3. An EMPLOYEE against whom an adverse action is proposed is entitled to:

at least thirty calendar days advance written notice, (unless there is reasonable cause to believe the EMPLOYEE has committed a crime for which a sentence of imprisonment may be imposed, at which a fifteen calendar day advance written notice), stating the specific reasons for the proposed action;

answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer, within ten calendar days (or more if an extension is requested and approved) of receipt of the proposed action;

a reasonable amount of official time to review the material on which the proposal was based and which is relied upon to support the reasons in the notice of proposal;

be represented by an attorney or other representative at the EMPLOYEE's own expense;

a written decision and the specific reasons therefore at the earliest practicable date.

SECTION 4. In the event the decision in Section 3e effects the proposed or less severe adverse action, the EMPLOYEE shall be informed of his or her right to appeal or grieve it, and the required time in which to do so. The EMPLOYEE may grieve under Step 3 of the negotiated procedure at any time after the decision is rendered but not later than fifteen calendar days after the effective date of the action.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This grievance procedure shall be the exclusive procedure available to the PARTIES and EMPLOYEES for resolving grievances that fall within its coverage, including questions of grievability and arbitrability. For the purpose of this Agreement a "grievance" means any complaint by:

any EMPLOYEE concerning any matter relating to the employment of the EMPLOYEE;

the UNION concerning any matter relating to the employment of any EMPLOYEE; or

any EMPLOYEE, the UNION, or the EMPLOYER concerning:

the affect or interpretation, or a claim of breach of this Agreement; or

any claimed violation, misinterpretation or misapplication of law, rule or regulation affecting conditions of employment unless otherwise provided for elsewhere in this Agreement or other applicable provisions of law.

SECTION 2. Most grievances can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made by the PARTIES to settle grievances at the lowest possible level. The filing of a grievance shall not reflect unfavorably on an EMPLOYEE's good standing, performance, loyalty or des1rab1ltty to the organization. Reasonable time during working hours will be allowed for EMPLOYEES and UNION representatives to process and present grievances.

SECTION 3. The grievance procedure shall not apply to any grievance concerning:

any claimed violations of Subchapter II of Chapter 73 of the Civil Service Reform Act of 1978 (relating to prohibited political activities);

retirement, life insurance or health insurance;

any examination, certification or appointment;

the classification of any position which does not result in the reduction in grade or pay of an EMPLOYEE;

the separation of an EMPLOYEE during the EMPLOYEE's probationary period non-selection from a group of properly rated and certified candidates;

disciplinary action or separation of temporary EMPLOYEES;

letters of caution that provide the EMPLOYEE an opportunity to submit a written response;

non-adoption of a beneficial suggestion or non-selection for a performance award;

termination of a temporary promotion;

supervisor appraisals of performance for promotion;

reduction-in-force actions;

allegations of employment discrimination;

suspensions or removals for reason of National Security under 5 USC 7532;

alleged violations of the 0MB Circular A-76 process; and

decisions concerning breaks.

SECTION 4. EMPLOYEES may present a grievance on their own behalf without the intervention of the UNION. However, the UNION has the right to be present during the grievance proceeding in its role as the exclusive representative of the Unit.

SECTION 5. The following procedure shall apply in processing grievances covered by the Agreement.

STEP 1. The EMPLOYEE and his or her Steward shall first discuss the grievance with his or her immediate supervisor. The EMPLOYEE will specifically state the nature oftl1e grievance and what provisions of this Agreement (if applicable) have allegedly been violated and the corrective action desired. The supervisor will render a written decision to the EMPLOYEE within five calendar days of the discussion. It is expected that most grievances will be settled at this Step. In order for a grievance to be processed under this procedure, it must be presented within fifteen calendar days after the alleged violation occurred. 1n the event the decision of the immediate supervisor is unacceptable, the EMPLOYEE or his or her Steward may submit the grievance to Step 2 within ten calendar days following receipt of the decision.

STEP 2. The grievance will be submitted in writing on the Appendix B form to the Department Head or designee. The grievance must specifically state the action being grieved, the nature of the grievance, and the specific provisions of this Agreement (if applicable) in question, a summary of the action taken at Step 1, and the corrective action being sought. If a meeting is desired, the designated UNION Representative may request one and may be accompanied at the meeting by the grievant. The Department Head or designee shall render a written decision not later than ten calendar days after receipt of the grievance or, if a meeting is held, ten calendar days after the meeting. In the event the Step 2 decision is unacceptable, the EMPLOYEE or the designated UNION Representative must submit the grievance to Step 3 within ten calendar days following receipt of the Step 2 decision.

STEP 3. The appeal of the Step 2 decision shall be submitted in writing on the Appendix C form to the Commanding Officer or designee. The grievance must state the specific action being grieved, the nature of the grievance, the provisions of the Agreement (if applicable) in question, a summary of the action taken at Step 2, and the corrective action desired. At this step, the UNION Vice-President or designee shall represent the grievant. If a meeting

is desired, the grievant and designated UNION Representative may accompany the UNION Vice- President or designee. The Commanding Officer or designee shall render his or her written decision within twenty calendar days after the meeting. In the event the Step 3 decision is unacceptable, the UNION may refer the matter to arbitration.

SECTION 6. In order for the grievance to be considered timely and processed under the procedure above, it must be filed at each Step within the stated time limits. Failure of an EMPLOYEE or the UNION to observe the time limits shall constitute withdrawal of the grievance. Failure of the EMPLOYER to observe the time limits for rendering a decision shall allow the UNION to move the grievance to the next Step. The EMPLOYER will inform the UNION, in writing, of the reasons why a decision was not issued in a timely manner.

SECTION 7. Should two or more EMPLOYEES have identical grievances (the dissatisfaction expressed and the relief requested are the same), the grievances will be joined and processed as one grievance with the decision applicable to all.

SECTION 8. The time limits described above may be extended by mutual agreement.

SECTION 9. In the event either PARTY should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be amended to include that issue. Any allegation of non-grievability or non-arbitrability shall be raised by the PARTY making the allegation prior to that PARTY issuing its final written decision under any of the procedures contained in this Article. All such disputes shall be submitted in writing to the arbitrator prior to the presentation of the underlying grievance, and the arbitrator shall render a decision on the issue based on the written briefs prior to hearing the underlying grievance.

ARTICLE 18
ARBITRATION

SECTION I. If the EMPLOYER and the UNION fail to settle any grievance arising under this Agreement, either PARTY may request mediation. If either PARTY declines mediation, the grieving PARTY may refer the grievance to arbitration upon written notice to the other PARTY within ten calendar days following conclusion of the last step of the grievance procedure. Declination of mediation is not considered to be noncompliance with this Agreement.

SECTION 2. The process for selecting an arbitrator and proceeding to hearing shall be as follows:

within ten calendar days from the date of the notice that a PARTY has invoked arbitration, the invoking PARTY will write to the Federal Me1liation and Conciliation Service (FMCS) to request a list of five arbitrators. A copy will be immediately served on the responding PARTY.

within fifteen calendar days from the date of the letter to the FMCS, the PARTIES will meet to attempt to define the issue to be arbitrated and to explore all possible avenues for a compromise resolution.

within fifteen calendar days following receipt of the FMCS list, the PARTIES will meet to select an arbitrator from the list. If one cannot be mutually agreed upon, then the EMPLOYER and the UNION shall alternately strike names from the list until one name remains and that will be the selected arbitrator. The PARTY to strike the first name shall be determined by a flip of a coin.

within five calendar days of selection of the arbitrator, the invoking PARTY will notify the arbitrator in writing of his or her

selection, and request a list of available dates as to when a hearing may be held. A copy will be immediately served on the responding PARTY.

within five calendar days of receipt of a response from the arbitrator, the PARTIES will meet to select a hearing date.

within five calendar days of selection of the hearing date, the invoking PARTY will notify the arbitrator in writing of the date selected, and the issues to be arbitrated if the PARTIES stipulate to those issues. If the PARTIES do not stipulate to the issues, the notice will contain a statement to that affect. A copy will be served on the responding PARTY.

the hearing will be held as scheduled.

should it become necessary for whatever reason to select a different arbitrator and/or different hearing date, the process above will be repeated as necessary.

failure of the invoking PARTY to comply with the time limits set forth above shall constitute withdrawal of the grievance and cancellation of the invocation of the arbitration process. In the event the responding PARTY fails to comply with the time limits at any particular step in the above process, the invoking PARTY may take unilateral action at that step. The PARTIES may mutually agree to extend-the time limits set forth in this process.

SECTION 3. The arbitration hearing shall be held during the regular day shift working hours, excluding weekends. The aggrieved EMPLOYEE, the UNION representative and necessary witnesses, as determined by the arbitrator, who are EMPLOYEES of the EMPLOYER, shall be in pay status without charge to annual leave while participating in the arbitration hearing.

SECTION 4. The PARTIES will request the arbitrator to render his or her decision as quickly as possible, and may ask the arbitrator to render a bench decision, if they so agree.

SECTION 5. Subject to 5 U.S.C. 7122, the arbitrator's award shall be binding on the PARTIES unless it is challenged within the prescribed time limits.

SECTION 6. The arbitrator's fee and expenses shall be borne equally by the PARTIES. The fee, per diem and travel allowances shall not exceed that provided by applicable regulations. A verbatim transcript may be made in any arbitration hearing at the request of either PARTY. The cost will be home by the requesting PARTY.

SECTION 7. The arbitrator's authority extends only to disputes over the interpretation and application of this Agreement. The arbitrator shall not have the authority to change, add to or delete from, or alter this Agreemei1t, as such authority belongs only to the PARTIES to this Agreement.

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. An EMPLOYEE who believes that he or she has been discriminated against because of race, color, religion sex national origin, age, disability (physical or mental), and/or reprisal 'and desires to file a discrimination complaint must, within 45 calendar days from the date the alleged act occurred, or from the effective date of an alleged discriminatory personnel action, or the date that the aggrieved EMPLOYEE knew or reasonably should have known that it occurred present his or her complaint to a designated Equal Employment Opportunity Counselor or EEO personnel located within the Human Resources Office. All PARTIES shall strictly adhere to confidentiality.

SECTION 2. An EMPLOYEE who wishes to pursue an allegation of discrimination may do so through the Department of the Navy's administrative discrimination complaint process.

SECTION 3. The EMPLOYER will publish and post policy statements concerning the Affirmative Employment Program Plan and Equal Employment Opportunity. Copies may be obtained from the EMPLOYER or the Human Resources Office.

ARTICLE 20
MERIT STAFFING

SECTION 1. Positions will be filled in accordance with the principles and procedures of the Federal Merit Staffing Program and applicable laws, rules and regulations.

SECTION 2. The EMPLOYER may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, transfer or Management Identification of Candidates (MIC). If these recruitment sources are not utilized or they are used along with competitive merit staffing procedures, the area of consideration in announcing vacancies will be sufficiently broad to ensure the availability of qualified candidates, and will provide for successful accomplishment of Affirmative Action Plan and Veterans Readjustment Act goals, and will meet the Equal Employment Opportunity Program requirements.

SECTION 3. Notification of merit staffing announcements under RESUMIX for Unit positions will be disseminated to EMPLOYEES via email.

SECTION 4. Rating panels may be convened in accordance with Section 1.

Grievances on basic eligibility and rating and ranking involving Unit positions shall be processed in accordance with the following procedure:

STEP 1. The EMPLOYEE will submit his or her grievance in writing to the Human Resources Office, with a copy to the Labor Advisor, stating the nature of the dissatisfaction, the provisions of this Agreement allegedly violated (if applicable), and the corrective

action desired. In order for the grievance to be processed under this Article, it must be submitted within fifteen calendar days after the date of notice. The Human Resources Office will conduct an appropriate review of the EMPLOYEE's application by another subject matter expert. The Human Resources Office will submit its findings in writing to the EMPLOYEE no later than fifteen calendar days after receipt of the grievance.

STEP 2. If the EMPLOYEE is dissatisfied with the Step I decision of this Section, he or she may submit, within seven calendar days of receipt of that decision, af01mal written grievance at Step 3 of the grievance procedures of Article 17, using the form at Appendix C.

SECTION 5. The selection process will not be delayed pending completion of the review of a rating or the resolution of a grievance. If however, a corrected error would have resulted in referral consideration and the selection has not been made, the EMPLOYEE's name will be ' referred to the selecting official for consideration.

SECTION 6. Before taking any action to fill a vacant position either competitively or non-competitively (except the placement of an EMPLOYEE with statutory or regulatory rights), the Human Resources Office must refer EMPLOYEES who are entitled to prior consideration for placement. The order of precedence for referral is to be followed in accordance with applicable laws, rules, regulations and settlement agreements. Eligible EMPLOYEES are entitled to bonafide consideration for appropriate vacancies before other equally proper means of filling positions are instituted. There is no "entitlement" to selection.

SECTION 7. In those activities that have designed upward mobility opportunities that are responsive both to EMPLOYEE career development and to the EMPLOYER's staffing needs, EMPLOYEES are encouraged to seek guidance from the EMPLOYER if they are interested in learning about such career opportunities. These EMPLOYEES may be furnished information

about lines of career progression, education requirements, available job opportunities, etc.

SECTION 8. DETAILS.

Whenever an EMPLOYEE is directed to perform the duties of a higher level position within the Bargaining Unit for a period exceeding one hundred and twenty consecutive calendar days, the EMPLOYER will temporarily promote the EMPLOYEE effective the one hundred and twenty-first day, subject to the following conditions:

the EMPLOYEE must be qualified for the position;

the EMPLOYEE must compete for the promotion through competitive procedures if so required by law or regulation.

EMPLOYEES may be detailed to other positions in accordance with Section 1. EMPLOYEE details of thirty consecutive calendar days or more will be documented on Standard Form 52, a copy of which shall be filed in the EMPLOYEE's Official Personnel Folder, and a copy provided to the EMPLOYEE.

ARTICLE 21
JOB GRADING AND POSITION CLASSIFICATION

SECTION 1. The Classification Program shall be in accordance with Office of Personnel Management regulations and delegations, and be consistent with Department of Navy guidelines.

SECTION 2. An EMPLOYEE should discuss with the EMPLOYER any dissatisfaction concerning the accuracy of his or her position description. If the matter is not resolved, the EMPLOYEE may submit a written description of those major duties and responsibilities (duties that are performed on a regular and recurring basis) that he or she feels are not accurately stated in the position description, and which he or she feels constitute significant changes from the current position description. If the changes are accepted, the EMPLOYER will promptly initiate action to amend or rewrite the position description. If the EMPLOYER does not accept the changes, the EMPLOYER will so inform the EMPLOYEE. If an EMPLOYEE disagrees with the accuracy of his or her position description, that EMPLOYEE can file a grievance at Step 2 under Article 17.

SECTION 3. When an EMPLOYEE alleges that his or her job or position description is not properly classified, the EMPLOYEE shall be furnished information on position classification appeal rights and· procedures set forth in applicable regulations. Subject to applicable laws and regulations, an EMPLOYEE who files a classification appeal with the Department of the Navy may be provided a copy of all documentation entered into the case file that is not readily available to the EMPLOYEE.

SECTION 4. Each EMPLOYEE will be given a copy of their position

description upon initial employment, official reassignment, amendment or rewrite and reclassification.

ARTICLE 22
PERFORMANCE MANAGEMENT

SECTION 1. A performance appraisal program will be administered in compliance with 5 U.S.C. 43 and applicable Department of the Navy regulations that:

provide for periodic appraisals of EMPLOYEE's job performance;

encourage EMPLOYEE participation in establishing performance standards; and use the results of performance appraisals as a basis for training, rewarding, reassigning, promoting, reducing-in-grade, retraining and removing EMPLOYEES.

If an EMPLOYEE is placed in a position for one hundred and twenty days or more, that EMPLOYEE should receive a performance plan and a perfo1mance rating that should be considered in appraising the EMPLOYEE's overall performance.

SECTION 2. The EMPLOYER retains final authority in the identification of critical performance elements. The establishment of performance standards is not grievable. However, EMPLOYEES may grieve their performance appraisals and standards when such standards are inconsistent with applicable provisions of law.

SECTION 3. UNACCEPTABLE PERFORMANCE. At any time during the rating period that an EMPLOYEE's performance in one or more critical elements is determined to be unacceptable, the EMPLOYEE shall be formally

notified in writing. This is normally called a Performance Improvement Plan (PIP). This formal notification must include:

the critical element(s) determined to be unacceptable;

the performance requirement(s) and "acceptable" standard that must be attained to demonstrate acceptable performance;

a reasonable opportunity to demonstrate acceptable performance;

assistance in improving performance which may include, but not limited to, formal training, on-the-job training, counseling, close supervision or other appropriate measures;

notice to the EMPLOYEE that unless performance in the critical element(s) improves to and is sustained at the acceptable level, the EMPLOYER will take appropriate action up to and including removal.

A rating of "Unacceptable" may be assigned when the above requirement has been met. If, at the conclusion of the opportunity period, the EMPLOYEE'S performance continues to be "Unacceptable," the EMPLOYER will take appropriate action to reassign, reduce-in- grade or remove the EMPLOYEE.

SECTION 4. Time spent by UNION Officers and Stewards in performing UNION representational duties will not adversely affect their performance evaluation.

ARTICLE 23
INJURY COMPENSATION

SECTION 1. The EMPLOYER recognizes the long-term nature of its commitment to EMPLOYEES who have suffered job-related injuries or illnesses. Therefore, the EMPLOYER will provide not only the appropriate physical care and other benefits to which EMPLOYEES are entitled, but also other appropriate support necessary for rehabilitation and return to duty. The EMPLOYER will administer the FECA Program in accordance with applicable laws and regulations. The PARTIES will cooperate fully to reduce FECA costs through safety programs and education, and through safe work practices.

SECTION 2. The EMPLOYER may establish a light duty program for injured EMPLOYEES to permit them, medical restrictions permitting, to remain on the job during medical treatment and rehabilitation; and a return-to-work program geared to rehiring eligible rehabilitated injured EMPLOYEES into necessary and meaningful jobs and removing them from the OWCP compensation rolls.

SECTION 3. The EMPLOYER will maintain safe and healthy working environments, and will assist EMPLOYEES who are injured in obtaining medical care, and in recouping lost wages when appropriate. The EMPLOYER will make every effort to keep EMPLOYEES on the job following an injury, or if this is not possible, to return them to work as soon as possible. Furthermore, the EMPLOYER will:

ensure that appropriate claim forms are properly completed and submitted to the Injury Compensation Program Administrator (!CPA) for forwarding to the OWCP district office in accordance with regulatory time frames;

maintain contact with injured EMPLOYEES to offer help when needed and to follow progress of recovery;

modify the duties of a position if possible, to facilitate retaining an injured EMPLOYEE at the job site, or working with the ICPA to identify another position more suitable for temporary limited or light duty assignment, if available;

consider eligible rehabilitated injured EMPLOYEES for reemployment programs and providing such EMPLOYEES with training and the opportunity to perform meaningful work;

determine efforts to reduce injury compensation costs;

controvert claims which appear to be unjustified; and

comply with the procedures of20 C.F.R. Part 10 and other provisions of law and regulation in processing claims and providing benefits.

SECTION 4. EMPLOYEES are responsible for:

reporting work place injuries and illnesses immediately;

using safe work practices and proper safety equipment;

completing all required forms accurately and on time, and providing required information promptly in support of compensation claims;

obtaining necessary medical treatment;

participating in required rehabilitation programs;

cooperating in placement actions to return to duty; and

returning to work when rehabilitated.

ARTICLE 24
TRAINING AND EMPLOYEE DEVELOPMENT

SECTION l. Training of EMPLOYEES to improve their proficiency for more responsible assignments is important. To the extent permitted by law, the EMPLOYER will authorize a UNION representative to participate as a member of the Training Committee. UNION committee members will suffer no loss of leave or pay as a result of attending these meetings, and will be notified when and where the meetings will take place.

SECTION 2. EMPLOYEES are encouraged to discuss their training interests with their immediate supervisors.

SECTION 3. EMPLOYEES are responsible for applying reasonable effort, time and initiative to take advantage of the training available to them. The EMPLOYER will keep abreast of the changing technology of its occupations and to provide required training in these areas. EMPLOYEES are encouraged to take advantage of training and educational opportunities that will add to the skills and qualifications needed by them for advancement or as a prerequisite for further training provided by the EMPLOYER in their occupational fields.

SECTION 4. When advance knowledge of the impact of pending technological changes is available, the UNION will be notified of training opportunities to be afforded EMPLOYEES. Upon request, the UNION will be provided relevant data.

SECTION 5. Upon request, EMPLOYEES will be counseled on training and development that is job related and available at no cost to them. EMPLOYEES required by the EMPLOYER to obtain job related training or certification will be provided such training and certification at no cost to them in accordance with laws, rules and regulations.

SECTION 6. The UNION will be an addressee on all EMPLOYER training announcements.

ARTICLE 25
LEAVE ADMINISTRATION

SECTION 1. The EMPLOYER will administer the leave program according to appropriate laws and regulations. The EMPLOYER is responsible for controlling absence and leave so that all EMPLOYEES use leave according to legal requirements and without abuse of leave privileges.

SECTION 2. ANNUAL LEAVE

EMPLOYEE requests for annual leave may be granted subject to workload and manpower requirements. Requests for annual leave will be submitted on an SF-7lin advance of when the leave is to be taken. Annual leave in excess of two consecutive days shall be requested at least seven calendar days prior to when the leave is to be taken. An EMPLOYEE who is unable to report for duty due to emergency and unforeseen circumstances is responsible for personally notifying his or her supervisor or appropriate management official within one hour after the beginning of the workday. Exceptions to the call in policy will be considered on a case-by-case basis.

The UNION recognizes that the nature of the EMPLOYER's mission is such that workload and manpower needs are subject to fluctuation, and that the EMPLOYER will therefore find it necessary at times to curtail the use of leave and at other times to liberalize it or, in unusual circumstances, to require it. In the latter case, the EMPLOYER will first consider· volunteers. The EMPLOYER will notify the UNION when requiring the use of leave involving an entire organizational segment or more.

SECTION 3. SICK LEAVE

EMPLOYEES shall earn sick leave in accordance with applicable laws and regulations. EMPLOYEES recognize the insurance value of sick leave and are encouraged to conserve such leave so that it will be available to them in the event of future extended illness.

Sick leave may be granted to EMPLOYEES when they are incapacitated from the perfo1111ance of their duties by illness or injury or in other circumstances as set forth by applicable regulations. EMPLOYEES who become ill and are unable to report to work shall notify the appropriate management official on the first day of that absence within two hours after the beginning of the workday. This requirement may be waived when extenuating circumstances occur. EMPLOYEES sent home from work because of illness are subject to the foregoing reporting requirement on the following workday if still incapacitated. EMPLOYEES shall contact the appropriate management official to request leave each day when any absence due to illness extends into subsequent workdays. The appropriate management official may waive this requirement if circumstances warrant. Furthennore, daily requests may be waived in situations where EMPLOYEES provide preliminary medical documentation justifying extended absences for medical reasons. In such circumstances, EMPLOYEES must contact the appropriate management official on the first workday of each subsequent workweek

Normally, application for sick leave for medical, dental and optical examination or treatment will be submitted for approval as far in advance as possible and specify the date and time of the appointment.

When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify

the granting of sick leave.

For the purpose of this Article, a medical certificate is a written statement signed by a medical doctor or physician or duly constituted medical authority of the EMPLOYER or other medical provider authorized to prescribe medicine, certifying to the specific incapacitation, examination or treatment, and to the period of disability while an EMPLOYEE was receiving professional treatment. Medical certification of release to return to work is a signed written statement that states an EMPLOYEE is capable of returning to normal duties, or specifies the limiting conditions and the expected duration of those conditions.

The following procedures apply for medical certification on sick leave and return to duty:

EMPLOYEES who have been sick up to three consecutive workdays or less must present, upon their return to work, an SF-71 explaining the nature of the illness. The presentation of an SF- 71 with the written explanation will be presumed to be an indication that EMPLOYEES are ready, willing and able to work unless EMPLOYEES inform the EMPLOYER otherwise. The three consecutive workdays rule includes those situations where an EMPLOYEE'S absence extends from one workweek to another.

EMPLOYEES who have been sick for over three consecutive workdays must provide a medical certificate signed by the attending physician or duly constituted medical authority of the EMPLOYER or other medical provider authorized to prescribe medicine.

In situations where the nature of the illness or injury and the nature of the EMPLOYEE'S position raise concerns, the EMPLOYER may require EMPLOYEES to provide medical documentation from their personal physicians certifying fitness for duty; or EMPLOYEES may submit to an EMPLOYER conducted medical defined as:

examination in situations where the EMPLOYER is concerned that EMPLOYEES returning to duty are not fit to do so.

EMPLOYEES cleared to return to duty during EMPLOYER conducted physical examinations will report to their supervisors immediately. The time the EMPLOYEES spent at the physical examination will be considered duty time.

EMPLOYEES not cleared to return to duty during EMPLOYER conducted physical examinations will be placed on leave.

The EMPLOYER may excuse EMPLOYEES released from duty from providing a medical certificate to substantiate sick leave for the day they are released from duty. Subsequent days of absence are subject to the provisions of this Article and applicable regulations.

ADVANCE SICK LEAVE

Sick leave may be granted on a case-by-case basis to EMPLOYEES in advance of its actual accrual to the extent the leave will accrue to them during the current leave year. Advances are to be limited to cases of serious disability or ailments which are expected to extend thirty days at a time, or to situations described in Section f (5) above. EMPLOYEES must provide medical documentation that covers the amount of the requested advance sick leave, and must have exhausted all accumulated sick leave, annual leave or compensatory time.

In the case of temporary EMPLOYEES, advanced sick leave shall not exceed an amount that is reasonably assured will be earned during the current leave year or the term of the appointment, whichever is shorter. Advanced sick leave will not be granted to EMPLOYEES when it is known they are contemplating retirement

or resignation, or where a separation is anticipated.

When required by the EMPLOYER, an SF-71 will be completed and signed by EMPLOYEES and appropriate management officials.

A disabled veteran must be granted sick leave, annual leave or leave without pay for medical treatment when the veteran submits an official statement from a duly constituted medical authority that medical treatment is required. If practicable, the veteran must inform the EMPLOYER of the dates when the treatment will occur.

SECTION 4. ADM.INISTRATIVE DISCRETION

There are numerous instances when EMPLOYEES are absent from duty to perform acts or services officially sanctioned by the EMPLOYER. In performing these acts or services, EMPLOYEES remain under the EMPLOYER's control or jurisdiction, and are thus considered to be in a duty status. The EMPLOYER will make individual determinations whether or not the act or service is job related and if it is chargeable to leave, and to place reasonable limits on the length of such absences from normal assignments.

Blood Donations. EMPLOYEES are encouraged to serve as blood donors, and may be excused from work without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusal time may be up to four hours.

Tardiness and Brief Absences. Excusal for tardiness and brief absences is limited to less than an hour.

Examinations. This applies only to examinations given by or taken at the request of the EMPLOYER. EMPLOYEES will be excused, without charge to leave or loss of pay, for all examinations required for converting TAPER appointments to career-conditional, or for required noncompetitive examinations within the same employing activity.

Employment Interviews.

EMPLOYEES may be excused, without charge to leave or loss of pay, to participate in interviews when competition is for a position within the EMPLOYER's jurisdiction.

Time spent in interviews in circumstances other than those above will be charged to annual leave or, if requested, Leave Without Pay (LWOP).

Registration and Voting. The EMPLOYER may grant excused absence to EMPLOYEES for a reasonable time, without seriously interfering with operations, to vote in Federal, State, County or Municipal elections or in referendums on any civic matter in their community. Generally, EMPLOYEES will be excused from duty to permit them to report for work three hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off.

Military Funerals. EMPLOYEES who are veterans of declared wars or who served in a campaign or expedition for which a campaign badge has been authorized, or who are members of an honor or ceremonial group of those veterans, may be granted excused absence for up to four hours in any one day to participate as an active pallbearer or as a member of the firing squad or guard of honor in a funeral ceremony for a member of the an11ed services whose remains are returned from abroad for final internment in the United States.

SECTION 5. MATERNITY AND PATERNITY ABSENCES

The EMPLOYER may grant female EMPLOYEES sick leave, annual leave, Leave Without Pay or any combination thereof for maternity reasons.

If the EMPLOYEE's incapacitation for duty continues beyond the approved period, the usual rules on the granting of sick leave, annual leave or Leave Without Pay, as appropriate, apply.

The EMPLOYER may grant male EMPLOYEES annual leave or Leave Without Pay for purposes of aiding, assisting or caring for a wife or minor children while the wife is incapacitated for maternity reasons.

SECTION 6. LEAVE WITHOUT PAY (LWOP)

LWOP is a temporary authorized non-pay status and absence from duty that may be granted upon an EMPLOYEE's request. LWOP is a matter of the EMPLOYER's administrative discretion, and requests will be considered on a case-by-case basis.

Each request for LWOP will be examined closely to assure that the value to the EMPLOYER or the needs of the EMPLOYEE are sufficient to offset the costs and administrative inconveniences to the EMPLOYER that result from the retention of an EMPLOYEE in LWOP status. EMPLOYEES cannot demand that they be granted LWOP as a matter of right, except where required by applicable law or regulation.

As a basic condition for approval of extended LWOP (in cases not involving transferring military and civilian dependents), there should be reasonable expectations that EMPLOYEES will return at the end of the approved period. Furthermore, it should be apparent that at least one of the following benefits will result: increased job ability,

protection or improvement of an EMPLOYEE'S health, or retention of a desirable EMPLOYEE, or be of benefit to the government.

LWOP may be granted to an injured EMPLOYEE for up to one year while the EMPLOYEE is receiving injury compensation under 5 U.S.C. 81.

SECTION 7. The PARTIES agree to conform to the current provisions of the Family Medical Leave Act (FMLA) and the Family Friendly Leave Act (FFLA).

ARTICLE 26
REDUCTION IN FORCE

SECTION 1. In any reduction in force action that adversely affects EMPLOYEES, the EMPLOYER will notify the UNION as far in advance as possible, prior to the issuance of official notices to the EMPLOYEES involved. The UNION shall be notified in writing of the reduction in force, and will be furnished data concerning the names, approximate number of EMPLOYEES to be reduced, the competitive levels affected, the approximate date the action is to be taken, and the reason for the reduction in force.

SECTION 2. All reduction in forces shall be carried out in accordance with applicable laws and regulations. In order to minimize the impact of a reduction in force, consideration will be given first to filling existing vacancies by placement of qualified EMPLOYEES who might otherwise be adversely affected by the reduction in force action.

ARTICLE 27
UNFAIR LABOR PRACTICES

SECTION 1. In the event the EMPLOYER or the UNION feels that an unfair labor practice (ULP) has been committed, the Charging PARTY shall inform the Responding PARTY of the charges prior to filing a formal charge with the Federal Labor Relations Authority (FLRA). The Charging PARTY must cooperate fully with the Responding PARTY's inquiry into the charges, and must provide adequate information in order for the Responding PARTY to make an informed determination of the substance and validity of the charges. The Responding PARTY will have fifteen calendar days from notification of the charges to respond with its position and seek resolution.

SECTION 2. If no informal resolution is reached during that time, the ULP may be forwarded to the FLRA in accordance with applicable law and regulation. All time limitations prescribed in law and FLRA regulations concerning the filing of ULPs apply and are not otherwise affected by this informal period.

SECTION 3. All inforn1al complaints will be filed, in writing, with either the EMPLOYER through its Labor Advisor, or the UNION through its President. The fifteen-calendar day informal resolution period begins on the date of receipt of the written informal charge.

ARTICLE 28
HEALTH AND SAFETY

SECTION 1. The EMPLOYER will conform to the applicable requirements of the Occupational Safety and Health Act (OSHA), 29 Part 1960, the Navy Occupational Safety and Health Act Program, and all applicable laws and regulations. The EMPLOYER will continue its efforts to improve conditions it has determined to be unsafe. The PARTIES will cooperate in reducing accidents, injuries and health hazards.

SECTION 2.

The EMPLOYER will provide training required by Jaws and regulations and other training it determines is necessary. Training will be provided to inform employees of correct and safe operational procedures and will include specialized job safety training appropriate for the work performed. EMPLOYEES will participate in the training t ensure an understanding of the safety measures involved in performance of assignments and applicable laws and standards.

EMPLOYEES recognize the importance of personal protective clothing, equipment and necessary instruction when they mm perform work that requires protective measures. To the extent required by law and applicable regulation, the EMPLOYER will furnish persona protective clothing and equipment and necessary instruction to EMPLOYEES performing work that requires protective measures. EMPLOYEES will wear protective clothing when required and use protective devices furnished to them in the performance of duties.

SECTION 3. The EMPLOYER will establish a safety and health inspection program, and will conduct inspections required by law to identify unsafe and unhealthful conditions, operations, facilities and equipment. Written inspection reports will be developed, and if required, notices of hazardous conditions will be posted at or near the hazardous location until the hazard is corrected. EMPLOYEE representation is authorized to accompany the inspector. These provisions apply to other Navy or OSHA inspections.

SECTION 4. IMMINENT DANGER SITUATIONS.

The term "imminent danger" means any conditions or practices in any workplace that are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.

In the case of imminent danger situations, EMPLOYE1ES shall make reports by the most expeditious means available. In these instances, EMPLOYEES must report the situation to the appropriate supervisor or management official. If the supervisor determines that the condition does not pose imminent danger or corrects the problem, and EMPLOYEES remain concerned about the danger, either the supervisor, the EMPLOYEES or the UNION can request an inspection. The EMPLOYER will notify the UNION of any imminent danger situations that EMPLOYEES feel has not been satisfactorily resolved. If the EMPLOYER decides the condition does not pose an immediate danger and EMPLOYEES refuse to perform the task, those EMPLOYEES will be cautioned that discipline may be initiated. Whenever the EMPLOYER finds there is an imminent danger, EMPLOYEES will not be assigned to perform the duty until the condition is eliminated, reduced to acceptable levels, or acceptable protective equipment is provided.

SECTION 5. The EMPLOYER shall arrange for necessary transportation if the EMPLOYER determines that an EMPLOYEE should be sent home or to a medical facility for treatment of injury or illness, and the EMPLOYEE is unable to drive.

SECTION 6. GENERAL SAFETY AND HEALTH

The EMPLOYER may conduct industrial hygiene studies of environmental conditions to identify those that may impair EMPLOYEE health. Such studies may also be initiated in response to EMPOYEE complaints.

The EMPLOYER may provide physical examinations and or medical testing to EMPLOYEES who may be or have been exposed to potentially dangerous or unhealthy working conditions.

Whenever the EMPLOYER determines that a Government-owned motor vehicle is unsafe, that vehicle shall be taken out of service until it has been restored to a safe operating condition.

The use and operation of equipment, forklifts and other powered industrial trucks will be in accordance with applicable DoD regulations. EMPLOYEES will examine equipment and vehicles assigned to them at the beginning of each shift. If the examination shows any condition adversely affecting the safety of the equipment or vehicle, this condition shall be reported to the EMPLOYER, who shall determine if the equipment or vehicle will be placed in service.

SECTION 7. EMPLOYEES engaged in dirty work which requires the removal of heavy grime, toxic or hazardous substances may be permitted sufficient time during working hours to clean up before meals and at the end of their shift.

SECTION 8. The EMPLOYER will publicize the availability of and encourage participation in health and safety programs.

SECTION 9. SMOKING POLICY

As stated above, the health of all EMPLOYEES is of genuine concern to the PARTIES. Current medical evidence shows that the use of tobacco products (including second-hand smoke) adversely affects the health and readiness of EMPLOYEES. Therefore, the PARTIES find it necessary to restrict the smoking privilege at the EMPLOYER'S facilities. The PARTIES will comply with govemment-wide, DoD, Navy and local policies and regulations concerning smoking in the workplace.

Smoking is prohibited within the EMPLOYER's facilities. Smoking is allowed only in Building 10I, or other areas that the EMPLOYER may designate. Smoking breaks are limited to the regularly scheduled breaks provided in Article 12, and authorized lunch breaks. Smokers are responsible for keeping the designated smoking areas free from smoking debris.

ARTICLE 29
DRUG FREE WORKPLACE PROGRAM

SECTION I. Because of the nature of its defense mission, the EMPLOYER has a compelling obligation to eliminate illegal drug use. The performance of sensitive and critical duties by EMPLOYEES who use illegal drugs could adversely affect personnel safety, risk damage to government property, significantly impair day-to-day operations or expose extremely sensitive intelligence information. The EMPLOYER will implement Executive Order 12564 and Public Law 100-71 to achieve a drug-free workplace. A successful program depends on EMPLOYEES being informed of the hazards of drug use and providing assistance to drug users. Therefore, the DFWP includes policies and procedures for educational assistance and identification of drug abusers through drug testing.

SECTION 2. DRUG TESTING

The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The program will include:

Procedures for random testing of EMPLOYEES in testing designated positions and other EMPLOYEES who volunteer to be included in random testing.

Procedures for testing of EMPLOYEES when:

there is reasonable suspicion that an EMPLOYEE may be using drugs;

authorized as part of an investigation of an accident or unsafe practice;

conducted as part of or follow-up to rehabilitation or counseling program under the CEAP.

Testing of applicants for certain Department of Navy appropriated fund positions.

All drug testing will be conducted in compliance with the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, and Department of the Navy regulations.

SECTION 3. TESTING DESIGNATED POSITIONS

The list of Department of the Navy testing designated positions (TDPs) will be provided to the UNION. This list comprises the Department of the Navy positions determined to be appropriate for random drug testing along with criteria and justification on which the determination was based. The EMPLOYER will use the TDP list to identify and designate the Unit positions that will be subject to random testing.

SECTION 4. EMPLOYEE ASSISTANCE

DFWP; Department of the Navy policy of discipline for illegal drug use; and responsibilities in connection with civilian drug testing.

SECTION 6. ADMINISTRATIVE ACTIONS

Appropriate administrative action will be initiated in every instance of illegal drug use.

Any EMPLOYEE found to use illegal drugs shall be referred to CEAP. If such EMPLOYEE occupies a sensitive position, he or she will be removed from the sensitive position. However, the EMPLOYER may return the EMPLOYEE to the sensitive position as part of a counseling or rehabilitation program.

The EMPLOYER may initiate disciplinary or adverse action against any EMPLOYEE found to use illegal drugs, except as indicated in Section 7 below. The severity of the action will depend on the circumstances of each case, and will be consistent with applicable law and regulation. Any EMPLOYEE who fails to appear for testing without a deferral, who refuses to be tested when appropriately directed, or who adulterates a sample, will be subject to disciplinary or adverse action.

CEAP will be used to provide initial counseling and referral of EMPLOYEES who have been identified as users of illegal drugs through a verified positive drug test, self-admission or by other means. CEAP will also monitor EMPLOYEES' progress through treatment and rehabilitation.

SECTION 5. EDUCATION

Education and training will he provided for EMPLOYEES. This will include appropriate information on recognizing drug problems and the effects on performance and conduct; the relationship of CEAP to The EMPLOYER may initiate action to remove an EMPLOYEE when:

an EMPLOYEE refuses to obtain counseling or rehabilitation through CEAP after having been found to use illegal drugs; or

an EMPLOYEE has failed to refrain from illegal drug use after a first finding of illegal drug use.

SECTION 7. SAFE HARBOR

The DFWP includes a provision to create a "safe harbor" (immunity from discipline for admitted illegal drug use) for any EMPLOYEE who:

voluntarily identifies himself or herself as a user of illegal drugs prior to being identified by other means, and before being officially informed of an impending drug test;

obtains counseling and rehabilitation through CEAP;

agrees to be periodically tested, as required by the EMPLOYER or a rehabilitation agency, during counseling and rehabilitation and during the post-treatment and evaluation phase;

consents in writing to release of all records related to drug counseling and rehabilitation, including urinalysis test results, to appropriate management and CEAP officials; and

refrains thereafter from using illegal drugs.

ARTICLE 30
CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION I. The Civilian Employee Assistance Program (CEAP) helps EMPLOYEES who have health, substance abuse, financial, domestic or other personal problems that may impair job performance or conduct. This program is available to all EMPLOYEES, and is administered in a confidential manner consistent with applicable laws, rules and regulations.

SECTION 2. EMPLOYEES are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the CEAP's counseling or referral services either voluntarily or through referral.

SECTION 3. A key element in assisting EMPLOYEES in need of rehabilitating treatment is for them to recognize the problem and be willing to accept treatment. EMPLOYEE participation in the program is voluntary. The EMPLOYER may take appropriate action when EMPLOYEES refuse offers of help or fail to respond to treatment and job performance or conduct is adversely affected.

SECTION 4. The UNION encourages EMPLOYEE support of the CEAP.

ARTICLE 31
COMMERCIAL ACTIVITIES

SECTION 1. The EMPLOYER will notify the UNION of studies of permanent contracting out of work functions.

SECTION 2. The EMPLOYER will comply with the Office of Management and Budget (0MB) Circular A-76 and other laws, rules and regulations as appropriate relative to contracting out. During the process of a Commercial Activity (CA) study, the EMPLOYER will periodically brief the UNION to provide appropriate information on the study and solicit UNION input. The EMPLOYER will also brief affected EMPLOYEES to inform them of matters dealing with the contracting out, and the UNION will be given the opportunity to attend such briefings. Disputes over the application of OMB Circular A-76 will not be subject to this negotiated grievance procedure.

SECTION 3. The EMPLOYER will provide the UNION with copies of ail information concerning contracting out to which it is entitled.

SECTION 4. The EMPLOYER will meet its applicable bargaining obligations before implementing the results of CA studies.

ARTICLE 32
DURATION OF AGREEMENT

SECTION 1. This Agreement will become effective on the date of approval by the Secretary of Defense or within thirty calendar days from the date of execution by the PARTIES, whichever comes first. The duration of this Agreement will be for three years from the effective date. This Agreement shall be terminated at any time it is determined the UNION is no longer entitled to exclusive recognition under 5 U.S.C. 7I. The PARTIES shall meet at a mutually agreeable date for the purpose of either amending or extending this Agreement, or commencing the negotiation of a new Agreement not more than 105 calendar days nor less than 60 calendar days prior to the end of the contract period.

SECTION 2. Except for the first twelve-month period following approval of this Agreement, it may be opened at any time by mutual agreement for amendments or supplements. Any request for amendments or supplements shall be in writing and must include a summary of the subject matter being proposed. Representatives of the PARTIES will meet within twenty calendar days after receipt of such request to discuss and negotiate the matter. No changes shall be considered other than those directly related to the subject of the proposed amendments or supplements. Any amendments or supplements on which agreement is reached shall be duly executed by the PARTIES and will become effective upon approval as per Section 1 of this Agreement.