

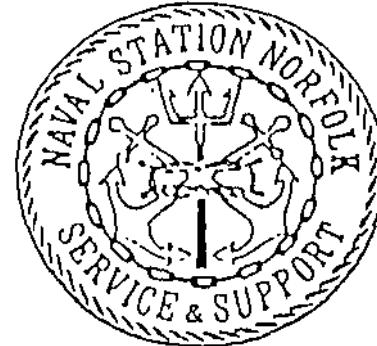
NEGOTIATED

AGREEMENT

between

DEPARTMENT OF THE NAVY

NAVAL STATION



and

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES'

LOCAL 53



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
	Witnesseth	1
1	Recognition and Unit Determination	1
2	Provision of Law and Regulation	2
3	Rights of Employer	2
4	Rights of Employees	3
5	Rights of Union	4
6	Matters Subject to Consultation	4
7	Union Representation	6
8	Payroll Deduction of Union Dues	8
9	Hours of Work	10
10	Overtime	10
11	Holidays	12
12	Acceptable Level of Competence	13
13	Sick Leave	14
14	Annual Leave	16
15	Military Leave	17
16	Leave Without Pay	18
17	Civic Responsibilities	18
18	Merit Staffing Policy	20

TABLE OF CONTENTS (Continued)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
19	Reduction In Force	21
20	Position Classification	22
21	Employee Development	23
22	Safety	24
23	Disciplinary Actions	25
24	Adverse Actions	27
25	Negotiated Grievance Procedure	28
26	Arbitration	32
27	Equal Employment Opportunity	33
28	Health Benefit Plan Brochures	33
29	Board Membership	34
30	Special Clothing and Equipment	34
31	Publicity	35
32	Official Travel	35
33	General Provisions	35
34	Civilian Employee Assistance Program	37
35	Duration and Changes	38
	Signatures	40
	Notes	41
	Index	42

PREAMBLE

Pursuant to the policy set forth in Public Law 94-454, signed by the President on 13 October 1978 and effective 11 January 1979, the Civil Service Reform Act of 1978, Title VII - Federal Service Labor Management Relations, hereinafter referred to Title VII, the following articles constitute an agreement by and between the U.S. Naval Station, Norfolk, Virginia, hereinafter referred to as the Employer, and Local No. 2414, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH

In consideration of the mutual covenants set forth herein, the parties agree as follows:

WHEREAS it is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII to establish a basic understanding relative to personnel policies, employment, and to provide means for amicable discussion and adjustment of matters of mutual interest at the Naval Station, Norfolk, Virginia.

The parties agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this article.

Section 2. The recognized unit includes all eligible non-supervisory graded and ungraded Civil Service employees of the U.S. Naval Station, Norfolk, VA. Excluded from the unit are management officials, personnel workers (other than clerical), firefighters, Pilots, and professional employees. Subsequent references herein to "employee" or "employees" is understood to apply only to eligible employees of the recognized unit represented by the Union.

Section 3. The Union recognizes its responsibility for representing the interests of all employees in the unit, subject to any express limitations set forth elsewhere in this Agreement. Such responsibility shall be exercised without discrimination and without regard to employees organization membership.

ARTICLE 2

PROVISION OF LAW AND REGULATION

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

ARTICLE 3

RIGHTS OF EMPLOYER

Section 1. Nothing in this agreement shall affect the authority of any management official of the Naval Station

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency: and

(2) in accordance with applicable laws -

(A) to hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees:

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

(C) with respect to filling positions, to make selections for appointments from -

(i) among properly ranked and certified promotion; or

(ii) any other appropriate source; and

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

Nothing in this agreement shall preclude the Naval Station and the Union from negotiation -

(1) at the election or the Naval Station on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour or duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4

RIGHTS OF EMPLOYEES

Section 1. The Employer and the Union agree that they will not discriminate against employees in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from such activity, as provided for in Title VII. Except as expressly provided hereinafter, the freedom of employee members to assist any employee organization shall be recognized as extending to participation in the management of the organization in accordance with its laws and action for the organization in the capacity of any organization representative, including presentation of its views of officials of the Executive Branch, the Congress or other appropriate authority.

Section 2. It is further agreed that the rights described in Section 1 do not extend to participation in the management of an employee organization or acting as a representative' of any such organization where such participation would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 3. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer.

Section 4, It is agreed that the provision or the agreement will be applicable and equally applied to all employees in the unit regardless of affiliation or non-affiliation with any employee organization.

Section 5. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment or dues through payroll deductions.

ARTICLE 5

RIGHTS OF UNION

Section 1. The Union shall have the right to present its views to the Employer on matters of concern, either orally or in writing, and to have such views considered in the formulation, development and implementation of civilian personnel policies which are within the discretion of the Employer.

Section 2. The Union shall be informed by the Employer concerning any preliminary decisions reached as a result of discussions with individual employees which may affect the unit as a whole. It is recognized that informal discussions between an employee and a supervisor which are of a personal nature or concern problems personal to the employee, do not normally fall in this category.

ARTICLE 6

MATTERS SUBJECT TO CONSULTATION

Section 1.

(a) It is agreed and understood that matters appropriate for consultation, discussion, or negotiation between the Union and the Employer cover employees in the unit only. Appropriate matters are personnel policies and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations.

(b) The Employer agrees that before issuing a new or revised directive (i.e. notice of instruction) containing negotiable provisions, a draft of the directive will be provided the Union for review and comment. The Union will, within two (2) weeks of receipt, (1) submit written comments which will be considered by the Employer before the final directive issued, or (2) request a meeting to discuss the provisions of the draft directive, or (3) request the Employer meet and confer or negotiate on the negotiable provisions of the draft directive.

(c) When the Union requests that the Employer negotiate on a matter, Union representatives, not to exceed the number of management representatives present, will be granted time "on the clock" for each negotiating session.

(d) The words "discuss" or "consult" as used in this agreement shall mean that the Employer will provide the reasons why a certain course of action is considered necessary and the alternative available, if any. The Union will be afforded the opportunity to comment and make recommendations on these courses of action or alternatives they may wish to put forth.

(e) The words "meet and confer" or "negotiate" as used in this agreement mean bilateral exploration of an issue and exchange of views: it does not mean agreement must be reached as a result, but it does mean reducing to writing any mutual agreement reached if requested by either party.

(f) Should consultation, discussions or negotiations be required on a matter which impacts only a segment of the Unit, (a), (b), (c), (d), and (e), above, shall apply except that no agreement or understanding reached shall be in conflict with this agreement,

Section 2. When either party wishes to discuss a matter covered by Section 1, above, written notice shall be given the other party which shall contain a summary of the matter to be discussed.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Union will designate a Conference committee of not more than three (3) members to meet with the Commanding Officer or his designated representative on a mutually agreeable basis. The primary purpose of such meeting will be to exchange information regarding current work problems, to discuss expected changes in policies or regulations in the areas of personnel management, and to consult as necessary on matters covered by Article 6 of this Agreement. The Conference Committee will not consider or act upon individual grievances. The Union will keep the Employer informed on a current basis in writing or the names of its Conference committee members.

Section 2. The Employer agrees to recognize the officers and stewards designated by the Union to act for and in its name. The number of Union stewards shall not exceed one (1) steward to every 35 employees covered by the agreement.

Section 3. If a steward is absent for an extended period, a substitute steward may be appointed or the chief steward may assume the absent steward's duties,

Section 4. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of all Union officers, representatives and stewards together with the organizational area and location where each such representatives and steward has been authorized to act for the Union.

Section 5. The Union representative shall represent the Union and the employees of their designated area of representation in meeting with officials of the Employer to discuss appropriate matters of mutual interest. They may receive and investigate, but shall not solicit complaints or grievances of employees on government time or property. Solicitation of membership and activities concerned with the internal management or employee membership and activities concerned with the internal management of employee organizations such as the collection of dues, membership meetings, campaigning for office, conduct of elections and distribution of literature or authorization cards will not be conducted during working hours.

Section 6. Stewards, when leaving their work to transact appropriate Union business during regular working hours, shall first obtain permission from their immediate supervisors and will at that time inform their supervisors of the nature of the business to be transacted. Upon entering a work area under the cognizance of a supervisor other than his own, a steward shall contact the supervisor and advise him of his presence and the name of the employee to be contacted. Supervisory permission in these instances will be granted promptly in the absence of compelling circumstances.

Section 7. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. Reasonable time will also be allowed for representatives to discuss with employees grievances and appropriate matters directly related to the work situations in their area. Union representatives will guard against the use of excessive time in the handling of such matters.

Section 8. The employer agrees to notify the Union of the transfer, on a permanent basis, or any of its officers, representatives or stewards from one work shift and/or office to another unless the personnel action was at the request of the employee involved,

Section 9. Stewards will normally handle matters within their cognizance below the department head level, while the appropriate Union representative will handle contacts with officials of the Employer at and above the department head level.

Section 10. Records of meetings between the Union and the Employer will be made in keeping with the provisions of this Agreement and applicable regulations.

Section 11. The Union agrees that their representatives and stewards will be properly oriented and indoctrinated with respect to Title VII and other applicable regulations and procedures, as well as the provisions of the Agreement.

Section 12. Authorized non-employee representatives of the Union will be allowed to visit the activity at reasonable times on appropriate union business, subject to applicable security regulations. Such visits shall be cleared in advance through the civilian personnel office of the Employer.

Section 13. The parties agree that the Employer reserves the right to maintain records of all time spent on representational functions by unit employees. The Union will cooperate with the Employer in this regard. It is not intended that such records be utilized in a manner that would adversely affect an employee in a promotional action or performance rating.

ARTICLE 8

PAYROLL DEDUCTION OF UNION DUES

Section 1. The Employer will deduct Union dues in accordance with applicable regulations from the pay of employees who voluntarily request such dues deduction and who are bona fide members in good standing of the Union.

Section 2. An employee may authorize an allotment from his pay to cover Union dues (the regular, periodic amount required to maintain the employee in good standing) provided he is a member of the Union in good standing or has signed up for membership in the Union subject to payment of his first month 's dues through voluntary allotment: his net salary after other legal and required deductions is regularly sufficient to cover the amount or the authorized allotment; and the employee has no other allotment in affect with the Employer for payment of dues to any other employee organization of which he is a member.

Section 3. The Union will purchase and distribute Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to its members. The Treasurer or the Union will receive Standard Form 1187 from its members, certify the current amount or the Union's regular dues to be deducted each bi-weekly pay period, and deliver the completed. forms to the civilian personnel office or the Employer.

Section 4. The civilian personnel office of the Employer will insure that the member is employed in the unit and promptly deliver forms to the payroll office. Allotments will take effect on the first pay period beginning after receipt by the payroll office or the Employer of the properly executed Standard Form 1187.

Section 5. If the amount of the regular dues is changed, the Union will certify, in writing, such change in the amount of the dues to the payroll office. The payroll office will withhold the certified amount or the dues beginning on the first complete pay period for which the deductions are made after receipt in the payroll office, or a later date if requested by the union. Only one (1) such change will be made in any period of twelve (12) consecutive months.

Section 6. Within five (5) working days after each bi- weekly pay day, the payroll office of the Employer will furnish the Union a summary, in duplicate, which will identify the Union, list the name and check number of each employee member of the Union who has authorized a voluntary allotment, the amount of each member 's deduction for Union dues at no coat to the Union for providing the withholding service, and the net amount remitted to the Union.

Section 7. The Employer will arrange for the Disbursing Officer to remit to the Treasurer of the Union within five (5) working days after each bi-weekly pay day, a check made payable to the Union covering the net amount due to the Union.

Section 8. An allotment for the deduction of the employee's Union dues may be terminated by the employee through submission to the payroll office of the Employer of a Standard Form 1188 properly' executed in duplicate by the individual employee. A termination of allotment under this section shall be effective with the first full pay period following 1 October or one year from the employees anniversary date of their first year or dues withholding provided the revocation is received by the payroll office of the Employer by such date. Upon the receipt in duplicate of any such properly executed Standard Form 1188 by the payroll office of the Employer, such official shall immediately transmit the duplicate of such form to the Treasurer of the Union.

Section 9. An allotment will be automatically terminated with the beginning of the first pay period following the pay period in which any of the following occur:

- (1) Leas of exclusive recognition by the Union,
- (2) Separation of the employee for any reason,
- (3) Transfer of the employee outside a unit in which the Union has been given exclusive recognition.
- (4) Upon notification by the Union that the employee has been expelled or for any reason ceases to be a member in good standing.

Section 10. The Union shall notify the payroll office of the Employer promptly when a member of the Union who has authorized an allotment is expelled or for any reason ceases to be a member in good standing.

Section 11. This Article will continue in full force and effect for as long as the Union continues to be recognized by the Employer on an exclusive recognition basis for the employees involved. It may be amended or modified from time to time by mutual consent of the Employer and the Union as may be required to appropriately reflect changes made in the regulations and directives pursuant to which it was negotiated.

ARTICLE 9

HOURS OF WORK

Section 1. The basic work week, will consist of five (5) eight (8) hour days, normally Monday through Friday, except for those employees whose services are determined by the Employer to warrant other basic work weeks.

Section 2. The basic work week, which consists of the scheduled days, and scheduled hours (shift hours) within each scheduled day for each regular shift, are promulgated by the Employer in accordance with applicable regulations. Changes in the basic work week of a regularly established shift will be discussed in advance with the Union.

Section 3. In accordance with the exceptions noted in 5 CFR 610, the Employer shall give employees affected by a change in days and or shift hours of the basic work week as much prior notice as possible.

Section 4. All graded and ungraded employees who perform work between the hours of 6:00 p.m. and 6:00 a.m. will be paid a night pay differential in accordance with applicable regulations.

Section 5. When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena, all employees who report for work and whose services are not specifically required, will be excused for the remainder of their work shift as authorized by applicable regulations,

Section 6. Reasonable time will be provided to employees as a part of their work assignments to enable them to draw and/or secure government clothing which is available only at the work site.

ARTICLE 10

OVERTIME

Section. Overtime work shall be paid for at the appropriate overtime rates in accordance with the current pay regulations and statutes. Computation of individual overtime rates shall include any shift differential and/or additional pay to which the employee concerned is entitled.

Section 2. Management reserves the right to assign over-time. Management further reserves the right to determine the qualifications of employees for such assignments. Assignment of overtime will be based on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Individual employees will not be forced to work overtime against their express desires as long as full requirements can reasonably be met by other qualified employees willing to work. Management will reserve the right to decide that full requirements and qualifications are not met by the available employees. In this event management will direct individual employees to work as required,

Section 3. Overtime work assignments will be distributed as fairly as practicable among qualified employees within the over-time work area. This section does not preclude the assignment of overtime to employees from outside the work area,

Section 4. Supervisors shall not assign overtime work to employees as a reward or penalty, but solely in accordance with the Employer's needs.

Section 5. Employees assigned to overtime work will be given as much advance notice as possible of such assignment.

Section 6. Any employee who is called back to work at a time outside of and unconnected with his scheduled hours of work within his basic work week to perform unscheduled overtime work shall receive at least two (2) hours call-back overtime pay, including any night differential and/or additional pay to which he is entitled, in accordance with applicable pay regulations and statutes, even though the period of time worked may be extremely brief, and regardless of the number of times the employee is called back during the same day, and even if his services cannot be utilized when he reports to work.

Section 7. Necessary pertinent information concerning overtime hours worked will be provided to employees and/or Union stewards to aid in resolving specific complaints concerning overtime distribution.

ARTICLE 11

HOLIDAYS

Section 1. Employees shall be entitled to holiday benefits, consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may be later added by law. Holidays designated by Executive Order shall be observed as regular holidays.

Section 2. Holidays as designated will normally be observed on non-workdays. Subject to applicable regulations, when a holiday falls on Saturday, the holiday will normally be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will normally be observed on the following Monday.

Section 3. Employees in a pay status shall receive eight (8) hours pay at their regular hourly rate plus any appropriate night differential on all days defined as holidays that they are not required to work, except as provided otherwise in applicable laws and regulations.

Section 4. Employees working on a holiday outside the basic work week shall receive the same pay as they would normally receive on an overtime day.

Section 5. Employees working on a holiday observed within the basic work week will receive their regular pay plus a rate equal to their basic rate of pay, plus appropriate night pay differential for each hour worked not to exceed eight (8) hours.

Section 6. Insofar as practicable assignments to holiday work shall be made by the Employer from among qualified employees who volunteer for such assignments.

Section 7. The Employer agrees that, insofar as practicable, the Union will, at its request, be advised in advance by the cognizant officials of the Employer as to the approximate number of employees who will be expected to work on any holiday.

ARTICLE 12

ACCEPTABLE LEVEL OF COMPETENCE

Section 1. Acceptable level of competence means a level of performance of assigned work of at least fully successful for each critical element assigned. The determination as to whether the employee is performing at an acceptable level of competence for within grade salary increase purposes will be based on a current performance rating.

Section 2. When it is determined that an employee is performing below an acceptable level of competence, he/she will be given a written negative determination no later than thirty (30) days following the completion of the waiting period. When an employee 's within grade increase is withheld, the employee may request that the matter be reconsidered in accordance with applicable regulations. Specific points for reconsideration will be handled as follows:

a. A request for reconsideration must be submitted in writing to the reviewing official within fifteen (15) calendar days after receipt of the written notification that the increase has been denied. The employee may present the reasons why he/she believes the decision should be reconsidered, either orally or in writing.

b. An employee in the unit may be represented by the Union during the reconsideration.

c. If, upon reconsideration, the determination is favorable, the employee shall be entitled to compensation at the higher rate, retroactive to the date the within grade increase was due,

d. If a negative determination is sustained, the employee shall be informed in writing of the reasons for sustaining the negative determination and advised of his/her right to appeal the decision to the Merit Systems Protection Board.

e. A new determination authorizing a previously denied within grade increase may be made by the supervisors concerned at any time the employee 's performance reaches an acceptable level, but not later than fifty-two (52) calendar weeks following the initial decision to withhold the within grade increase. If this ne determination is favorable to the employee, the within grade increase will be effective at the beginning of the next pay period which begins on or after a favorable certification is made.

ARTICLE 13

SICK LEAVE

Section 1. Employees shall earn sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Sick leave is an earned benefit to be used for such appropriate absences as when an employee:

a. receives medical, dental or optical examination or treatment:

b. is incapacitated for the performance of duty by sickness injury or pregnancy and confinement;

c. is required to give care and attendance to an immediate family member who is afflicted with a contagious disease: or

d. would jeopardize the health of others by being present on duty because of exposure to a contagious disease.

A contagious disease is a disease which is ruled subject to quarantine or requires isolation of the patient or restriction of movement or the patient for a specified period of time prescribed by health authorities having jurisdiction. Sick leave requests because of a contagious disease must be supported by acceptable documentation and shall be limited to the period prescribed by the health regulations.

Section 3. Approval for sick leave for medical, dental or optical examination shall be secured in advance. If the appointment cannot be made during nonwork hours, the employee should schedule the appointment for a time early in the work shift or close to the end of the shift in order to minimize the time away from work.

Section 4. Each employee is responsible for notifying his/her supervisor as soon as possible, but no later than one (1) hour after the beginning of their assigned work shift when unable to report to work because of illness or injury. In emergencies, such as serious accidents or illness, the supervisor will exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one (1), the employee must contact the supervisor and/or appropriate official within the above notification period for each day of absence.

Section 5. Employees requesting sick leave for more than three (3) consecutive days shall furnish documentation containing satisfactory evidence or incapacitation for duty during the period of the absence.

Section 6. A medical certificate in support of an application for sick leave of three (3) workdays or less normally will not be required. Such certificates will, -however, be required in individual cases if the supervisor has reason to believe the employee has abused sick leave privileges.

Section 7. Where the employee evidences a questionable sick leave record, the supervisor may give the employee a letter or requirement and require medical certification for each absence because of a Claimed illness or medical appointment. In such cases, the employee shall first be counseled that his or her sick leave record is questionable and if the record does not improve, the employee may be placed on sick leave restriction requiring a medical certificate for each absence due to a claimed illness or medical appointment. If this warning does not bring about an adequate improvement in the sick leave record, the employee will be advised in writing that all future requests for leave because of claimed illness or medical appointments must be supported by a medical certificate. The requirement for a medical certificate will be rescinded in writing at such time as improvement in the employee's sick leave record warrants.

Section 8. Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate for the day released from duty, unless he/she has been issued a letter of requirement in accordance with Section 7 above. Any subsequent days of absence shall be reported to the supervisor as stated in Section of this Article.

Section 9. Time spent by employees on the day of injury obtaining initial examination and/or treatment for a job-related injury will not be charged to leave.

Section 10. Unearned sick leave, not to exceed a total of thirty (30) days, may be advanced in accordance with applicable regulations to employees with career status under the following condition:

a. The absence is for a serious illness or disability six (6) or more days.

b. The employee furnishes acceptable written evidence from his/her physician that he/she will be able to return to work and further that the employee intends to return to work on a permanent basis.

c. The employee has not established a pattern of sick leave abuse.

Section 11. When an employee at the Deperming Facility reports for work at the regular time, but has been granted sick leave for work medical, dental, optical examination or treatment or any type or sick ness for a part or the work d ay, the Employer agrees to send a boat to the landing in time for the scheduled sick leave.

Section 12. When an employee at the Deperming Facility has been granted sick leave for medical, dental, optical examination or any type or sick ness at the beginning or the work day and will report for work at a later time, the Employer agrees that once the employee has requested a boat by telephone from the landing, the sick leave will expire (as scheduled) and the remaining time will be excused administrative leave until arrival at the Deperming Facility.

ARTICLE 14

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. An employee 's request for annual leave shall normally be granted provided the request is submitted with reasonable advance notice and workload and manpower requirements permit the absence. When a request for annual leave has been denied, the supervisor will indicate the reason(s) for denial on the SF-71 and return the form to the employee.

Section 2. The Employer will make a reasonable effort to schedule annual leave for vacation purposes consistent with the manpower and workload requirements as determined by the Employer, provided reasonable advance notice is given by the employee. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee (s).

Section 3. An employee who is unable to report to duty due to emergency or unforeseen circumstances is responsible for notifying his or her supervisor as soon as possible, but no later than two (2) hours from the start of their assigned work shift. Such notification shall include the reasons for absence and the estimated duration of absence. Any absence beyond the estimated

duration will also be reported. Acknowledgment of the notification will not constitute approval or such leave. Upon return to duty, an employee's request for emergency leave will be considered on an individual case basis.

Section 4. If the Employer schedules or effects a temporary shutdown of the activity or part thereof and the circumstances of the shut down do not preclude such actions or adversely affect the activity's mission effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided for such employees, the Employer agrees to advance leave in the amount that such employees will accrue during the remainder of the leave year in accordance with applicable regulations.

Section 5. Any employee having annual leave to his credit may apply for and such leave with pay may be approved, for any work day which occurs on a religious holiday associated with the religious faith of the employee, unless the granting of such leave would seriously affect the operations of his/her organizational unit.

Section 6. When an employee at the Deperming Facility reports for work at the regular time, but has been granted annual leave for a part of the work day, the Employer agrees to send a boat to the landing in time for the scheduled annual leave, subject to operational commitment. Annual leave will normally be scheduled in accordance with regular boat schedules except in emergency leave situations.

Section 7. When an employee at the Deperming Facility has been granted annual leave at the beginning of the work d ay and must report to work at a later time, the Employer agrees that once the employee has requested a boat by telephone from the landing, the annual leave will expire to the nearest hour and the remaining time will be excused administrative leave until arrival at the Deperming Facility.

ARTICLE 15

MILITARY LEAVE

Section 1. The Employer agrees that employees under official orders to report for active duty for training will be granted Military leave in accordance with the provisions or FPM/CPI Chapter 630.S9. Upon completion of the training, the employee will submit to his/her supervisor a certified copy of the official order indicating performance of the active duty for training.

ARTICLE 16 LEAVE

WITHOUT PAY

Section 1. Employees may be granted leave without pay in accordance with applicable laws and regulations whenever, in the judgment of the Employer, such leave is justified and warranted and workload or other considerations permit. A period of leave without pay shall not exceed one (1) year for each application.

Section 2. Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of leave as necessary to accept temporary Union positions of attend Union activities. Such requests will be submitted as far in advance as possible but in no case less than three (3) working days prior to the date leave is to begin. These requests Will be approved provided workload and other administrative requirements permit,

Section 3. The Employer recognizes the obligation to return an employee to duty at the expiration of a period of approved leave in the position and rate of pay to which entitled by applicable regulations.

Section 4. The Employer also recognizes the reduction-in- force placement and retreat rights of an employee on approved leave in the position and rate of' pay to which entitled by applicable regulations.

Section 5. Employees in an approved leave without pay status will accrue all rights with respect to retirement status under the Federal Employee 's Group Life Insurance and the Federal Employee's Health Benefits Program in accordance with applicable laws and regulations.

ARTICLE 17

CIVIC RESPONSIBILITIES

Section 1. When an employee is under sum mons to serve on a jury, or to qualify for jury service, time lost from h is norm al work schedule for the purpose will be charged to Court Leave and the Employer will pay him in accordance with applicable regulations.

Section 2. When an employee is subpoenaed for jury service, he shall promptly notify his supervisor in order that arrangements may be ma de for his absence from scheduled duty. It is agreed that When an employee is excused for jury duty for one (1) or more days or for that period of day that would permit hi m to return to work for as much as three (3) hours of his norm al work day without undue personal hardship, he shall do so, or that time will be charged to annual leave if workload permits and such leave is accrued.

Section 3. The employee will present to the Employer a signed jury service certification or other satisfactory evidence of time served on such duties, immediately upon return to duty following his release from jury service.

Section 4. An employee summoned as a juror in a civil or criminal, case shall be entitled to fees for each day of attendance upon the court for expenses incident to jury service and other necessary and reasonable coats as provided by governing laws and regulations.

Section 5. Employees working a regular day shift on the date of a national or state political election, and who are eligible to vote in such elections, shall be granted time off without loss of pay or charge to leave for the purpose of voting, consistent with applicable regulations. When the polls are not open at least three (3) hours either before or after an employee 's regular hours of work, he or she may be granted an amount or administratively excused time to vote which will perm it the employee to report for work three (3) hours after the polls open or to leave work three (3) hours before polls close, whichever requires the leaser amount of time off.

Section 6. The Employer agrees that the principle of voluntarily donating to annual approved _fund raising campaigns shall be upheld. The Union, in turn, agrees to support such campaigns.

Section 7. The Employer agrees to excuse employees within the unit who volunteer to donate blood under the Navy Blood Program if workload permits. Such excusal will be for the amount of time necessary to donate blood, but will not normally exceed two (2) hours.

ARTICLE 18

MERIT STAFFING POLICY

Promotions, Details and Temporary Promotions

Section 1. It is the Policy of the Employer to utilize to the maximum extent possible the skills and talents of its employees in order to maintain a state of high morale and productivity. In keeping with this policy and the spirit of the Navy's Merit Staffing Program, the Employer will consider eligible employees for the unit along with all other eligibles when filling vacancies.

Section 2. Promotional opportunities will be advertised through posting on official bulletin boards. Announcements will remain open for a minimum period of seven (7) working days. Certificates established as a result of merit staffing announcements may automatically be used to fill vacancies in the same grade and series occurring at Naval Station within sixty (60) days of the date the certificate was established.

Section 3. Selecting officials are entitled to make a selection from any of the candidates on the referral certificate (s) based on a judgment of how well the candidate will perform in the particular job being filled. The selecting official is not required, however, to select someone from the promotion certificate. Personal interviews of referred candidates may be held at the discretion of the selecting official.

Section 4. Unit employees who wish to be notified of the action taken on their application must submit a CCPO Rating Card Form with their application. In addition, unsuccessful candidates, upon request, will be informed (a) whether they were found eligible on the basis of minimum requirements specified in the announcement, or (b) whether they were among those given final consideration for promotion. It is further agreed that merit staffing candidates, upon request, will be provided information concerning their assigned ratings area, if any, in need of improvement.

Section 5. Grievance appeals or assigned merit staffing ratings will be processed in accordance with Article 24, Section 5.

Section 6. A detail is a temporary assignment of an employee to a different position for a specified period with the employee normally returning to his/her regular duties at the end of the detail. Details are intended for meeting temporary needs of an organization when necessary services cannot be obtained by other desirable or practical means. Employees may be detailed to a different position at the same grade level, a higher grade level or a lower grade level; or to a set of duties which have not been classified.

Section 7. The Employer and Union agree that details to the same grade level or to a position at a lower grade will be processed in accordance with applicable regulations. Details beyond 120 days must be approved by the Commanding Officer or his/her designee, and may be extended in increments of 120 days for up to one (1) year. Details in excess of thirty (30) continuous calendar days will be documented in writing and recorded in the employee's official personnel folder.

Section 8. In a detail of more than 120 days is made to a higher graded position, or to a position with known promotion potential, it will be made under competitive promotion procedures. Among qualified employees noncompetitive details and temporary promotions will be assigned fairly and equitably.

Section 9. Temporary promotions in excess of 120 days shall be made under competitive merit staffing procedures consistent with OPM and Navy regulations/directives.

Section 10. The Employer agrees that if a unit employee is demoted without personal cause, that is, without misconduct or inefficiency on their part and not at their request, they will be afforded special considerations for repromotion in accordance with FPM/CPI 335.

ARTICLE 19

REDUCTION IN FORCE

Section 1. The Employer agrees that prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Union shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken, and the reasons for the reduction-in-force. The Union will render its assistance in communicating to employees the reasons for the reduction-in-force.

Section 2. The Employer will consider placing employees in existing vacant positions within the employee 's Competitive area, provided the employee is qualified for the position and would otherwise be removed or reduced in grade as a result of the RIF. To the extent permitted by applicable regulations, the Employer shall consider waiving qualification requirements in assigning employees to vacant positions, if, in the opinion of the Employer, the employee has the capacity, adaptability, and special skills required for the position and the employee meets the minimum education requirement for the position, if any.

Section 3. The bumping and retreat rights of employees affected by reduction-in-force shall be governed by applicable statutes, Office of Personnel Management (OPM) regulations and Navy Department directives.

Section 4. Career and Career-Conditional employees who have received a specific notice of separation will be counseled concerning their rights under:

- a. the Priority Placement Program;
- b. the Reemployment Priority List; and
- c. the Displaced Employee Program.

Eligible employees will be registered in these programs and will be referred, in accordance with provisions of each program, for placement in temporary and permanent positions for which they qualify. Acceptance of temporary employment will not affect an employee 's right to be offered permanent employment. Further, employees who have received a specific notice of change to lower grade shall be counseled concerning their rights under the Priority Placement Program and shall be registered in the program, if eligible.

ARTICLE 20

POSITION CLASSIFICATION

Section 1. Each position covered by this agreement must be current and accurately described, in writing, and classified as to the proper occupational title, series, grade and pay systems in accordance with OPM and Navy regulations.

Section 2. The description must clearly and concisely state the major duties, responsibilities and supervisory relationships of the position. Position descriptions do not control work assignments. Supervisors may direct and assign specific tasks that are not reflected in the job/position description. Should such tasks become major duties or grade controlling, the description should be modified to reflect these tasks so that the description will be kept current and accurate.

Section 3. Employees Will be furnished a copy of the description of the position to which assigned at the time of assignment and when the position description is officially revised to reflect significant changes.

Section 4. An employee dissatisfied with the classification of his or her position will first discuss the matter with his or her immediate supervisor. If the supervisor is unable to resolve the issue to the employee's satisfaction, the supervisor will, at the employee 's request, arrange for the employee to discuss his or her dissatisfaction with the appropriate civilian personnel staff member (s). If the employee still believes there is an error he or she may file an appeal in accordance with the appeal procedures set forth in FPM/CPI Chapter 511.

ARTICLE 21

EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that the training and development of employees is mutually beneficial. The Union may make recommendations to the Employer relative to the training of employees. The Employer will consider recommendations and implement any approved recommendations. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training program of all employees within the unit.

Section 2. Within workload capabilities, the Employer agrees to maintain a program to place qualified handicapped employees within the organization.

Section 3. When new positions requiring new techniques or abilities are established, the employer will consider training interested, qualified employees. The parties agree to stress to the employees the need for self-development and training to increase efficiency and output.

Section 4. The Employer recognizes that job related training and education at non-government facilities can be beneficial to both the Employer and the employee. Upon request of the employee and at no expense to the Employer, consideration will be given to arranging work and leave schedules to permit attendance at such training or educational site when the Employer determines that the subject matter is mutually benefiting and job related, and the employee's attendance would not constitute an undue hardship upon activity operations.

ARTICLE 22

SAFETY ARTICLE

Section 1. The Employer will maintain an occupational safety and health program in accordance with applicable law and regulations. The Union will cooperate in encouraging employees to work in a safe manner.

Section 2. In the course of performing their normally assigned duties, Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent health hazards. When unsafe or unhealthy conditions are observed by Union representatives, they should report them to the cognizant supervisor. When such safety and health matters are of activity-wide interest, the Union may present the problem to the appropriate higher level or supervision for mutual consideration by the Employer and the Union for solution. It is further recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will welcome at any time suggestions which offer practical and economically feasible ways of improving safety conditions.

Section 3. In adverse weather during the work day which is expected to extend into non working hours, civilian employees will be taken ashore. Any remaining time in the working day may be charged to excused absence only if other work cannot be assigned for the remainder of the work day. In the event all the boats at the Deperming Facility are disabled with the exception of one (1), that boat shall not leave the Deperming Facility, except to remove all civilian employees. A decision to suspend work operation at the Deperming Facility after working hours will be made as soon as possible (usually by 0630 on work days) when conditions are known. Employees will be given appropriate choices or voluntary leave, provided work assignments to other areas cannot be made. Stand by duty will be assigned in accordance with appropriate regulations.

Section 4. The Employer will provide for emergency diagnosis and treatment of injuries or illnesses of employees that occur during working hours. Employees will be taken to the nearest medical facility consistent with the nature of the injury/illness.

Section 5. The Employer will furnish necessary protective clothing and equipment to employees performing official duties in areas deemed hazardous by the Employer. Employees will use the safety equipment, personal protective equipment and other devices and procedures provided or directed by the Employer. Employees will take reasonable care to and maintain safety and protective equipment.

ARTICLE 23

DISCIPLINARY ACTIONS

Section 1. The Employer agrees that it is the policy of the Employer to take disciplinary action for just cause and impose the penalty that can reasonably be expected to correct the offending employee and maintain discipline and morale among other employees. It is further agreed that informal disciplinary action such as oral admonitions and letters of caution or requirement may effectively correct deficiencies in an employee's conduct or work performance.

Section 2. For purposes of this agreement disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) days or less. The parties agree that disciplinary actions will be taken only for just cause.

Section 3. Before issuing a letter of reprimand or a notice of proposed suspension, the Employer will document the facts. An employee who is to be questioned in connection with an investigation may request representation by the Union at any time that he or she reasonably believes that disciplinary action may result. If the employee requests representation, no questioning will take place until the Union has been given a reasonable opportunity to be present. Supervisors, employees, Union representatives and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their appointed duties.

Section 4. Procedures for effecting disciplinary actions are as follows:

a. LETTERS OF REPRIMAND. A letter of reprimand will state the reasons for its issuance and inform the employee of the right to grieve under the negotiated procedure. A letter of reprimand will remain in the employee 's Official Personnel Folder for a period of two (2) years unless removed earlier as a result of a grievance or arbitration decision.

b. SUSPENSIONS OF 14 DAYS OR LESS.

(1) An employee will be given advance written notice stating the specific reasons for the proposed action. The employee will be given ten (10) days to present an oral and/or writ ten reply to the proposal. The employee will be given a copy of the material, if any, relied on to support the reasons given in the notice, upon request.

(2) An employee who has been issued an advance written notice of suspension may request an extension or time in which to reply to the notice. The official designated to receive any reply will make a decision on such a request,

(3) A written decision will be issued to the employee at the earliest practicable date following receipt of any oral and/or written response.

Section 5. Disciplinary actions taken against unit employees shall be grievable only through the grievance procedures contained in this agreement, including arbitration.

Section 6. The Employer agrees to provide the employee with an extra copy of all proposed and final notices of disciplinary action that may be given to the Union if the employee so desires.

ARTICLE 24

ADVERSE ACTIONS

Section 1. Adverse actions are defined as removals, suspensions of more than fourteen (14) days, reduction in grade or pay and furloughs of thirty (30) days or less. Adverse actions shall be taken for such cause as will pro mote the efficiency of the service, Adverse actions will be effected in accordance with applicable regulations and according to the following procedures.

a. An employee will be given at least thirty (30) days advance written notice or adverse action, except in: those cases where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The employee will l be given at least ten (10) days to present any oral and or written reply, except in those cases where there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. A copy of the material relied upon to support the reasons given in the notice will be provided to the employee or his or her designated representative, if requested by the employee.

b. An employee who has been issued an advance written notice of adverse action may request an extension or time in which to reply to the notice. The official' designated to receive the reply will make a decision on such a request.

c. The employee will be issued a written notice of final decision as soon as possible after the expiration of the time allowed for the employee 's response. The written decision will inform the employee that he or she has the right to appeal to the Merit Systems Protection Board (MSPB) or to file a grievance under the negotiated grievance procedure, but not both.

Section 2. The provisions of this Article shall not apply with respect to the following: (a) employees serving a probationary or trail period; (b) employees serving on a temporary appointment limited to one (1) year or lease; (c) reemployed annuitants; (d) nonpreference eligible serving in the excepted service, and (e) a preference eligible in the excepted service who has not completed one (1) year of current continuous service in the same or similar position.

ARTICLE 25

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide a procedure for the orderly and timely processing of grievances relating to interpretation or application of this Agreement, and to matters relating to personnel policies, practices and working conditions which fall within the discretionary authority of the Employer. Except as provided in Section 2 below, this procedure shall be the exclusive procedure available for resolving such grievances. It shall not cover the following matters:

- a. Any claimed violation in connection with prohibited political activity;
- b. a suspension or removal under Section 7532 of Title 5 (national security);
- c. matters concerning retirement, life insurance and health insurance;
- d. any examination, certification, or appointment of candidates for Federal employment;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. an allegation or complaint of discrimination reviewable under 29 CFR, Part 1613;
- g. denial of within grade increase;
- h. nonselection for promotion from a group of properly ranked and certified candidates;
- i. the adoption or granting of (or the failure to adopt or grant) a suggestion or award;
- j. letters of caution;
- k. the termination or:
 - (1) an employee serving a probationary or trial period;
 - (2) an employee serving under a temporary appointment of one (1) year or less;
 - (3) a term employee upon the expiration of his or her term appointment;

(4) nonpreference eligibles serving in the excepted service; a reemployed annuitant; or

(5) a preference eligible in the excepted service who has not completed one (1) year of current continuous employment in the same or similar positions.

Section 2. The following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure but not both:

- a. Performance based actions under 5 USC 303.
- b. Adverse actions under 5 USC 7512.

(1) An employee shall be deemed to have exercised his or her option under this section at such time as the employee timely initiates a formal written notice of appeal under the statutory procedures or timely initiates a grievance in writing in accordance with this Article, whichever event occurs first.

Section 3. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes on grievability or arbitrability may be referred to arbitration as the threshold issue in the related grievance.

Section 4. Any grievance not taken up or presented by appropriate representative of the Union or employee (s) within fifteen (15) calendar days after having become aware of the matter out of which the grievance arose, shall not be presented nor considered at a later date, exceptions may be mutually agreed upon to provide for unusual cases.

Section 5. Grievances involving alleged Merit Staffing Policy violations or an appeal of an assigned rating/ranking determination will be processed in the following manner:

- a. The grievance must be submitted in writing to the Consolidated Civilian Personnel Office. The Director or his designee will render a decision in writing within thirty (30) days after receipt of the grievance.
- b. If the grievance is not satisfactorily settled, the Union may refer the matter to arbitration.

Section 6. An employee and or the cognizant Union steward shall first take up the complaint with the immediate supervisor, except letter or reprimand and suspension of fourteen (14) days or less which will begin at the next appropriate level and must be submitted in writing. The employee or the appropriate steward must clearly apprise the supervisor of the fact that a grievance is being presented and set forth (1) a summary or the relevant facts, (2) the provisions or the Agreement allegedly violated, if any, (3) the relief being sought, and (4) whether a representative, if any is desired. Within five (5) working days after receiving the grievance, the immediate supervisor/management official shall complete such inquiry as he or she deems necessary and render his or her decision to the grieving employee. If the grievance was filed in writing, the decision must also be in writing.

Section 7. If no mutually satisfactory settlement is reached at Step 1 and the employee desires to proceed to Step 2, the employee (or the employee 's representative) must submit a grievance in writing to appropriate Department Head (or equivalent) within five (5) working days after receipt of the decision at Step 1. The employee 's written grievance must set forth (1) a summary of the relevant facts, (2) the provisions or the Agreement allegedly violated, if any, (3) the relief being sought, and (4) whether a representative is desired. If the decision at Step 1 was in writing, a copy of this decision must accompany the written grievance. Within seven (7) working days after receiving the grievance, the Department Head (or equivalent) shall meet with the grievant and the Union representative, complete such inquiry as he or she deems necessary, and render his or her decision in writing to the grieving employee.

Section 8. If the grievant is not satisfied with the decision at Step 2, and desires to proceed to Step 3, the employee (or the employee 's representative) must submit a grievance in writing to the head of the activity within ten (10) working days after the decision at Step 2 was received by the employee. The employee's written grievance must set forth (1) a summary or the relevant facts, (2) the provisions or the Agreement allegedly violated, if any, (3) the relief being sought, and (4) whether a representative is desired. A copy of the written decision at Step 2 must accompany the written grievance. Within fifteen (15) after receiving the grievance, the head or the activity (or his or her designee) shall render a written decision (with or without a meeting at his/her discretion) to the grieving employee.

Section 9. The only representative an employee may have under this negotiated grievance procedure is a Union representative or a representative approved in writing by the Union. An employee may pursue a grievance without Union representation, but the Union will be given the opportunity to be represented at all discussions between the employee and management concerning the employee 's grievance and the adjustment or the grievance must be consistent with the terms of this agreement.

Section 10. Failure or the Employer to meet the time limits above shall permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance unless there are extenuating circumstances which justify extending the time limits.

Section 11. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee shall not cast any reflection on his or her standing with his supervisor or on his or her loyalty and desirability to the organization, nor shall the grievance be considered as a reflection on the employee's supervisor.

Section 12. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved) the Employer will call the aggrieved employees together and the Union will select one (1) case for processing under the grievance procedure. The employee will be advised that in processing one (1) grievance for the group the decision on the case selected will be binding on all other cases. Names or all employees involved in ;this procedure will be made part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

Section 13. At Step 2, the Union will be permitted to have two (2) Unit employee representatives present in addition to one (1) outside representative.

Section 14. The time limits at any step of the negotiated grievance procedures may be extended by the mutual consent or the parties.

ARTICLE 26

ARBITRATION

Section 1. If the Employer and the Union fail to reach a satisfactory settlement on any grievance processed in accordance with Article 24 (Grievance Procedure), such grievance may, upon written notice by the Union or Employer, be referred to arbitration. Either party may request arbitration by serving appropriate notice to the other party. Such request must be served to the other party not later than thirty (30) calendar days following the conclusion of the last step of the grievance procedure. It is agreed and understood that only the parties to this Agreement can invoke arbitration.

Section 2. Within five (5) working days from the date of receipt of the arbitration notice, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators then the Employer and the Union will each strike one (1) arbitrator from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The arbitrator's fee and expenses and all other costs shall be borne equally by the Employer and the Union. The arbitration hearing shall be held during the regular day shift hours of the basic work week. Employees having direct knowledge of the circumstances will be excused from duty to participate in an arbitration hearing. Employees not regularly scheduled on the day shift will have their working hours changed to conform to the shift on which the arbitration hearing is held. If the hearing cannot be completed during the regularly scheduled work shift or one (1) day, it will be continued on the next practical work day.

Section 4. The arbitrator will be requested by the parties to render his or her decision as quickly as possible, but in any event no later than thirty (20) days after the due date of the post-hearing briefs unless the parties agree otherwise. The arbitrator shall not change, alter, modify, delete, or add to the provisions of the agreement as such right is the prerogative of the parties only.

Section 5. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the FLRA.

ARTICLE 27

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union strongly endorse the principles and objectives of the Equal Employment Opportunity Program set forth in 29 CFR Part 1613 and other applicable regulations.

Section 2. It is the policy of the Employer to assure that, through the program of continuing affirmative action, equal opportunity in every aspect of employment policy and practice is afforded to all qualified persons, and to prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental handicap. Sexual harassment is also a form of discrimination and the Employer and the Union agree that all personnel will work toward its prevention.

Section 3. Unit employees who feel that they have been or are the victims of discrimination because of race, color, religion, sex, age, national origin, physical or mental handicap shall have the right to pursue such matter(s) in accordance with applicable law and regulations. An employee 's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.

Section 4. Unless dictated by higher authority, corrective measures taken as a result of informal or formal resolution of complaints of discrimination will not be inconsistent with the provision of this agreement.

ARTICLE 28

HEALTH BENEFIT PLAN BROCHURES

Section 1. The Employer agrees to distribute information about enrollment in the Federal Employees Health Benefits program to all new employees covered by this Agreement upon their entrance on duty, The Employer will furnish the AFGE Health Benefits Plan brochure when requested by an employee.

ARTICLE 29

BOARD MEMBERSHIP

Section 1. The following are currently established committees to which the Union may have membership:

- a. Equal Employment Opportunity Committee
- b. Non-Supervisory Safety Committee
- c. Federal Women's Program Committee

Section 2. The Employer agrees that the Union may have one (1) member on each of the committees listed above. That member must be one that is approved by the Employer from a list submitted by the Union. If no person on such list is acceptable to the Employer, the parties shall meet and confer in order to select a person that meets the Employer's approval. The Union representative shall be on official time while performing authorized committee functions if otherwise in a duty status.

Section 3. The Union recognizes and agrees that each appointee nominated by the Union will not serve as an advocate for or representative of the Union, but rather as a representative of the Employer.

Section 4. The Employer agree that if an advisory committee is established which directly affects conditions of employment (i.e. personnel policies, practices, and procedures) of employees in the unit, the Union shall have membership thereon, unless expressly prohibited by rules or regulations. Should such a committee be established at a future date, the Union will be afforded the opportunity to be represented by one (1) member subject to the conditions stated in Section 2 above.

ARTICLE 30

SPECIAL CLOTHING AND EQUIPMENT

Section 1. Subject to the provisions of applicable regulations, the Employer agrees to bear the full expense for all special clothing and/or equipment that employees may be required to use in connection with their assigned work.

ARTICLE 31

PUBLICITY

Section 1. The Employer agrees to provide reasonable space on all unofficial bulletin boards within the unit for posting of Union notices and similar informational material. All material shall be subject to screening and approval by the Employer before posting. The Union will be responsible for posting and removing approved material and for maintaining its bulletin board space in orderly condition.

ARTICLE 32

OFFICIAL TRAVEL

Section 1. The Employer and Union recognize that employees may be required to travel from their official duty station on official government business. Employees required to travel shall be paid as provided by applicable laws and regulations.

Section 2. Government transportation shall be provided to employees required to travel on official government business when such transportation is available.

ARTICLE 33

GENERAL PROVISIONS

Section 1. The Employer agrees to make reasonable efforts to maintain satisfactory and sanitary warehouse facilities and the Union agrees to cooperate in keeping such facilities tidy and in ship shape condition.

Section 2. All employees will be paid in accordance with policies and procedures set forth by the local payroll office. Leave and earning statements will continue to be mailed to a non-work address.

Section 3. The Employer Will make a reasonable effort to maintain adequate ventilation, heating and cooling or buildings affecting employee's health, welfare and morale.

Section 4. When the Medical Officer of the Employer determines that an employee is physically unfit for duty after reporting for work, the Employer will make arrangements for his transportation to a medical facility or to the employee's home.

Section 5. Information concerning the location and applicable regulations and procedures of the Office of Worker's Compensation Programs of the U. S. Department of Labor will continue to be promulgated by the Employer.

Section 6. The Employer agrees to have sufficient copies of this agreement printed and furnish a copy to all employees of the unit.

Section 7. As a part of their orientation, all new employees hired in a position included in the unit will be informed of the Union's exclusive recognition. The Employer will furnish a copy of the Agreement to each newly hired employee in the unit.

Section 8. The Employer agrees to provide a suitable office space in a mutually agreeable location for the purpose of maintaining files, reference books, etc., for use by the Union. This space must be made available to designated Union officials at all times and kept under lock and key when not occupied.

Section 9. The Employer shall annually review and update job or position descriptions to include revised work assignments and responsibilities and give a copy in writing to the employee.

Section 10. When the Union identifies a local work situation which they believe warrants coverage under the Environmental Differential Pay Plan FPM Supplement 532-1, Subchapter S-8-7, it will notify in writing the Employer of the position title, location, and nature of the hazard. The Employer agrees to investigate the identified work situation, within a reasonable period of time, to determine whether the situation meets the criteria for additional pay.

Section 11. When the Union determines that there is a need for change in or addition to categories to Appendix J of FPM Supplement 532-1, Subchapter s-8-7, for which environmental differential should be paid, it will notify the Employer in writing of such proposed addition or change. Within a reasonable period of time of receipt of the proposal, the parties will meet for the purpose of preparing a joint request for submission to higher

authority. The request will be forwarded to OCPM for determination as to whether it should be referred to OPM in accordance with FPM supplement 532-1.

Section 13. Except as required under the Freedom of Information Act, the Employer shall not disclose to any commercial firm the names, grades, salaries, conduct or attendance records of any Federal employee, or to any other agencies of the state or Federal government not entitled to same.

ARTICLE 34

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1. The parties recognize there is a wide range of employee problems which may have an adverse impact on job performance and employee behavior. These include such matters as alcoholism, drug abuse, financial, marital, legal, and emotional problems. In this regard, the parties acknowledge the validity of the Civilian Employee Assistance Program as a means of identifying and assisting troubled employees.

Section 2. The Employer will solicit the views and recommendation of the Union in the administration of the Civilian Employee Assistance Program.

Section 3. Employee participation in the Civilian Assistance Program is on a voluntary basis. The parties realize and agree that the confidentiality of an employee's confidential records established in connection with counseling or assistance will be private and safeguarded to the fullest extent in accordance with applicable rules and regulations.

ARTICLE 35

DURATION AND CHANGES

Section 1. The Agreement as executed by the parties shall remain in full force and effect for a period of three (3) years from the date of its approval by the Secretary of the Navy. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to Exclusive Recognition under Title VII. On the request of either party, the parties shall meet to commence negotiations on a new agreement on the sixtieth (60th) day prior to the expiration date of this agreement or on the first workday following that date if it should fall on other than a workday. If an agreement, consideration will be given to an extension to provide an additional period of ninety (90) days, if required, for completing negotiations.

Section 2. This Agreement, except for its duration period as specified in Section 1 of the Article, is subject to opening only as follows:

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

b. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s) they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter (s) agreed to by the parties. such amendment(s) as agreed to will be duly executed by the parties.

c. It shall be opened for amendment(s) upon the written request of either party made within thirty (30) calendar days after receipt by either party of any Order, Instruction, or regulation of the Office of Personnel Management, Department of Defense or Department or the Navy which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendment (s) must include a summary of the amendment(s) proposed and make reference

to the appropriate Order, Regulation, or Instruction upon which each such amendment (s) request is based. The Parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such Order, Regulation, or Instruction, and for which the Employer has discretionary authority.

Section 3. Any amendment (s) agreed upon by the parties and approved by the Secretary of the Navy shall be reproduced by the Employer and distributed on the same basis as set forth in this Agreement.

Section 4. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union, and approved by the agency head.

Section 5. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 6. It is agreed that when negotiations are required to amend or supplement this Agreement, a memorandum of understanding will be jointly issued by the Employer and the Union, in accordance with the provisions of or applicable regulations. Arrangements will be made by appropriate heads of departments to meet the requirements of the memorandum of understanding and employees concerned will be notified.

Section 7. The provisions of Title VII, CSRA of 1978, shall apply to all supplemental, implementing, subsidiary or informal agreements between the Employer and the Union.

Signed this 1st say of December 1989

NOTES

FOR THE UNION:

FOR THE EMPLOYER:

Redacted
President
Local 2414
American Federation of
Government Employees
Chief Negotiator

Redacted
Captain, U.S. Navy
Commanding Officer
Naval Station, Norfolk

Redacted
Negotiator

Redacted
Chief Negotiator

Approved by the Secretary of the Navy 2 November 1989,
to be effective 2 November 1989.

INDEX		
<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
12	Acceptable Level of Competence	13
24	Adverse Actions	27
14	Annual Leave	16
26	Arbitration	32
29	Board Membership	34
17	Civic Responsibilities	18
34	Civilian Employee Assistance Program	37
23	Disciplinary Actions	25
35	Duration and Changes	38
21	Employee Development	23
27	Equal Employment Opportunity	33
33	General Provisions	35
28	Health Benefit Plan Brochures	33
11	Holidays	12
9	Hours of Work	10
	Index	42
16	Leave Without Pay	18
6	Matters Subject to Consultation	4
18	Merit Staffing Policy	20
15	Military Leave	17
25	Negotiated Grievance Procedure	28

INDEX (Continues)		
<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Notes	41
32	Official Travel	35
10	Overtime	10
8	Payroll Deduction of Union Dues	8
20	Position Classification	22
	Preamble	1
2	Provision of Law and Regulation	2
31	Publicity	35
27	Recognition and Unit Determination	1
19	Reduction in Force	21
4	Rights of Employees	3
3	Rights of Employer	2
5	Rights of Union	4
22	Safety	24
13	Sick Leave	14
	Signatures	40
30	Special Clothing and Equipment	34
7	Union Representation	6
	Witnesseth	1