

AGREEMENT  
BETWEEN THE  
NAVSUP FLEET LOGISTICS CENTER  
PEARL HARBOR, HAWAII  
AND  
HAWAII FEDERAL EMPLOYEE'S  
METAL TRADES COUNCIL, AFL-CIO  
REPRESENTED BY INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL 1186

EFFECTIVE  
22 JANUARY 2014

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**PREAMBLE**

This AGREEMENT is by and between the NAVSUP FLEET LOGISTICS CENTER PEARL HARBOR, HAWAII (NAVSUP FLCPH), hereinafter referred to as the "Employer" and the HAWAII FEDERAL EMPLOYEES METAL TRADES COUNCIL, represented by the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1186, AFL-CIO, hereinafter referred to as the "Union." Wherever the terms "he," "him" or "his" are used, they are intended to include both genders.

**WITNESSETH**

WHEREAS, the Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS, this AGREEMENT should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

NOW THEREFORE, the parties hereto agree within the meaning of the Civil Service Reform Act of 1978 (Public Law 95-454); hereinafter referred to as the "Act" as follows:

**ARTICLE 1  
EXCLUSIVE RECOGNITION AND  
COVERAGE OF AGREEMENT**

**Section 1.** The Employer recognizes the Union as the exclusive representative of all employees covered by this AGREEMENT with respect to their interests in matters of grievances, personnel policies and practices or other matters affecting general working conditions.

**Section 2.** The bargaining unit consists of all nonsupervisory ungraded employees of NAVSUP FLCPH. Excluded from the bargaining unit are all graded employees, supervisors, professional and managerial personnel, guards, persons engaged in Federal personnel work in other than a purely clerical capacity and employees who operate any item of cryptographic equipment either "off-line" or "on-line" and employees who repair or maintain cryptographic equipment.

**ARTICLE 2  
PRECEDENCE OF LAWS AND REGULATIONS**

**Section 1.** This AGREEMENT and any supplement hereto, shall be governed by existing laws and the regulations of appropriate authorities; by published agency policies and regulations in

existence at the time this AGREEMENT was approved; and by future laws and subsequently published agency policies and regulations required by law.

**Section 2.** The Employer will provide to the Union, upon request, rules, regulations, and/or directives in the possession of the Employer that deal with personnel policies and practices affecting employees in the bargaining unit. The foregoing is subject to security regulations, the Freedom of Information and Privacy Acts, and is not applicable to policies, regulations, and memoranda of an intra-management nature.

### **ARTICLE 3 REPRESENTATION**

**Section 1.** The Employer shall recognize the officials and designated representatives of the Union. The Union shall provide the Employer and maintain with the Employer on a current basis, a complete list of all officials, authorized representatives, and any alternates, with their assigned areas of responsibility.

**Section 2.** The primary point of contact between the Union and the Employer, for the purpose of discussing questions which may arise concerning the general administration or interpretation of this AGREEMENT or other labor relations matters shall be:

For the Union: The Business Manager or his authorized representative;

For the Employer: The designated Labor Relations representative from the Human Resources Office (HRO).

Union representatives who are not employees of the Employer and who desire admission to the Employer's facilities will make arrangements in advance through the designated labor relations representative in the HRO in accordance with applicable directives. Such visits shall be governed by current security regulations and the Employer reserves the right to require that any such visitor be escorted by a representative of the Employer during his stay within the Employer's facilities.

**Section 3.** A reasonable number of shop stewards, chief stewards, and other representatives may be authorized by the Union, as the representatives of employees within geographical areas or organizational codes. The Union assumes responsibility for designating the minimum number of representatives to provide effective and efficient employee representation. Differences between the Union and the Employer concerning the number of stewards will be resolved through the grievance procedure. The Union may designate an alternate steward, where necessary, in the event any regular steward is temporarily unable to service his area due to illness, vacation, temporary promotion, detail assignment, or Temporary Additional Duty (TAD).

**Section 4.** The Employer and the Union shall encourage their respective representatives to seek mutually acceptable solutions to problems at the lowest level. Consultation shall commence between appropriate stewards and supervisors. This does not deny the Union the opportunity of discussion with higher levels of management.

**Section 5.** Reasonable time during working hours (time allowed) shall be granted to Union representatives (stewards, chief stewards, and other representatives) to carry out their duties and responsibilities in furthering the employees' interest in work-related matters in assigned areas. Reasonable time-allowed shall be granted for consultations and discussion with employees who have pertinent knowledge of the matters involved or complained of; attendance at meetings with employees and with management officials of the Employer; and preparation of agenda for formal meetings with the Employer. Representatives shall guard against the excessive use of Government time in connection with such matters. The Employer shall ensure there is no discrimination or retaliation against the Union or its representatives in the performance of their functions and the use of time-allowed.

**Section 6.** The Employer will provide each new employee with a copy of the collective bargaining AGREEMENT and will afford the Union the opportunity to make a presentation of up to fifteen (15) minutes on the role of the Union during any formal new employee sessions conducted by the Employer. Within thirty (30) days from the reporting date of a new bargaining unit employee, the Employer will arrange for the employee to be introduced to the appropriate steward for his work area. The steward will be allowed up to five (5) minutes to explain the function of the Union in representing employees and may give the employee a brochure describing the purposes of the Union.

**Section 7.** Stewards shall report to and obtain permission from the appropriate supervisor whenever they desire to leave their assigned work for the purposes referred to above, and shall report back to the supervisor at the time they return to the job. Prior to discussion with an employee in another work area, the steward will report to the immediate supervisor in that particular area, and state the purpose of his visit before interrupting the employee's work. Supervisory permission in both instances will be granted promptly in the absence of compelling circumstances. If circumstances preclude permission at that time, the steward will be informed when such permission will be granted.

**Section 8.** Time off from work granted to Union representatives shall not be used for: discussion of any matter connected with the internal management or operations of the Union or any other labor organization; the collection of dues, assessments of other funds; the solicitation of memberships; campaigning for elective office in the Union or any other labor organization; the distribution of literature and authorization cards; or the deliberate seeking out of grievances and complaints.

**Section 9.** Union representatives who have a continuing Union assignment shall not be reassigned or detailed from one work shift (unless assigned to a rotating shift position) or geographical area to another except when:

- a. there are compelling reasons therefore; or
- b. geographical mobility is a part of their normal work assignment when appointed steward (e.g., truck driver, crane operator, etc.). If and when such management-initiated reassignment or detail becomes necessary, the Employer shall notify the Union as far in advance of the effective date as practicable; and, time permitting, shall consult with the Union about the

matter. The curtailment does not extend to or preclude assignment to other work areas or changes of shift, as warranted by unforeseen circumstances, to meet temporary, emergency or unscheduled work requirements, except that such assignments will be terminated as soon as possible.

**Section 10.** The Employer will provide suitable meeting rooms on a temporary, space-available basis, to the Union for the purpose of holding meetings pertinent to this AGREEMENT. When requesting rooms, the Union shall state the purpose of the meeting and provide a list of potential attendees.

**Section 11.** The Employer will grant a minimum of sixteen (16) hours per twelve (12) month period of official time to employees who are stewards of the Union to attend Union-conducted training which is of mutual concern to the Employer and the employee in his capacity as a Union representative and where the Employer's interest will be served by the employee's attendance. The Union will submit a schedule of the training and the subject matter to be covered to the Employer at least ten (10) calendar days in advance along with the request for official time.

**Section 12.** Representatives of the Union and the Employer will participate in a Labor-Management Forum, consistent with the guidelines and expectations of Executive Order 13522. The Forum will comprise of an equal number of Union and Employer representatives and will meet at least quarterly. The members of the Forum will develop meeting schedules, business rules, and agendas.

#### **ARTICLE 4 MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 1.** It is agreed that matters appropriate for consultation or negotiation between the parties shall include personnel policies and practices and matter affecting conditions of employment that fall within the scope of the Employer's authority.

a. Such matters include, but are not limited to: safety, training, labor-management relations, employee services, methods of adjusting grievances, granting of leave, promotion plans, demotion practices, and hours of work. It is further agreed that these matters relate to policy determinations in the above areas.

b. Conditions of employment means personnel policies, practices, and matter whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

(1) relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5, USC;

(2) relating to the classification of any positions; or

(3) to the extent such matters are specifically provided for by Federal statute.

**Section 2.** Consultation means that the Employer will notify the Union of changes affecting employees in order to exchange views before implementing changes in policies, practices, and matters affecting working conditions. Consultation does not bind management to negotiate matters which are not negotiable or negotiable only at the option of management.

**Section 3.** The Employer agrees to negotiate only those matters which are negotiable based on statute and decisions by appropriate higher level authority, including the Federal Labor Relations Authority (FLRA). The Employer may elect, in accordance with applicable laws, to negotiate 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.

**Section 4.** In the administration of all matters covered by this AGREEMENT, officials and employees are governed by existing or future laws; by published Government-wide, Department of Defense (DOD) and Department of the Navy (DON) regulations in existence at the time the AGREEMENT was approved, by subsequently published regulations required by law, or by subsequently published Government-wide DOD or DON regulations required by decisions of appropriate authorities.

**Section 5.** When it deems such action appropriate, the Employer will inform the Union concerning changes contemplated or foreseen in matters that may affect employees in the unit but are not appropriate matters for consultation or negotiations.

a. The parties agree that before the Employer initiates changes to any conditions of employment, the following procedure will be followed, unless otherwise provided for in this AGREEMENT:

(1) The Employer will forward proposed changes to policies or changes in work practices in writing to the Union. The Employer's notification will describe the proposed changes, the reasons for the changes and, if known, the planned implementation date.

(2) Within fourteen (14) calendar days of receipt of the Agency's proposal, the Union must notify the Employer in writing of its desire to negotiate over the proposed changes. If no response is received within the fourteen (14) calendar day period, the Employer may institute the proposed changes and no further obligation to negotiate exists.

(3) The parties will meet at a mutually agreeable time and place, but no later than seven (7) calendar days after the Agency receives the Union's notification to discuss the proposed changes.

**Section 6.** Surveys requesting participation of bargaining unit employees may be accomplished with less than the ten (10) calendar day notice period, provided employees are allowed to complete the survey during duty hours, they are able to utilize government equipment to complete the survey, and participation is on a voluntary basis.

**Section 7.** The time limits in this Article may be extended by mutual agreement of the parties.

**ARTICLE 5  
EMPLOYER'S RIGHTS**

**Section 1.** Nothing in this AGREEMENT shall affect the authority of the Employer:

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

b. in accordance with applicable laws-

(1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

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

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

(b) any other appropriate source; and

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

**Section 2.** Nothing in this AGREEMENT shall preclude the Employer and the Union from negotiating:

a. at the election of the agency, 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;

b. procedures which management officials of the agency will observe in exercising any authority under this Article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

**Section 3.** The right to make reasonable rules and regulations is an acknowledged function of the Employer, subject to any limitations set forth in this AGREEMENT.

**ARTICLE 6  
UNION'S RIGHTS**

**Section 1.** The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the

bargaining unit. The Union, as representative of the employees in the unit, shall have the right and the responsibility to present its views to the Employer, either orally or in writing, on any matter which is appropriate for consultation/negotiation according to Article 4 of the AGREEMENT, and, if either party so requests, the Employer and the Union agree to meet promptly in an effort to resolve the matter which created the concern.

**Section 2.** The Union shall be given the opportunity to be represented at:

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

b. any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

c. Prior to the start of any formal discussion or examination, pursuant to sub sections a and b above, the Employer will explain the purpose of the meeting to the employee(s) so that the employee(s) can make an informed determination whether the attendance of a Union representative is desired.

**Section 3.** The Employer shall annually inform all employees in the bargaining unit of their rights under Section 2(b) of this Article. This information shall be posted on all appropriate bulletin boards.

**Section 4.** The Employer recognizes the right of the Union to initiate mid-term and impact and implementation bargaining to the extent permitted by law.

**Section 5.** The Union shall be afforded the opportunity to join any non-managerial committee established to represent the interests of all employees. The HRO labor relations representative will send a list of standing committees to the Union on an annual basis and shall notify the Union whenever a new employee committee is established. The Union is responsible to identify a suitable representative to the labor relations representative who will pass the name to the chair of the committee.

## **ARTICLE 7 EMPLOYEES' RIGHTS**

**Section 1.** 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 otherwise provided by law, such right includes the right:

a. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through Union representatives.

**Section 2.** Employees have the right to refer or not refer work related problems to the Union without fear of reprisal. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

**Section 3.** Nothing in the AGREEMENT shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**Section 4.** In accordance with applicable laws and the terms of this AGREEMENT, employees in the bargaining unit have the right to be represented by the Union without discrimination because of membership or non-membership in the Union.

**Section 5.** Employees will be permitted to wear union insignia at work, provided that such insignia are reasonable in size, appearance, and content.

**Section 6.** Employees have the right to expect their supervisors to treat them with courtesy and respect, just as these employees are to treat their supervisors and fellow employees with courtesy and respect.

**Section 7.** The Employer agrees that in the administration of this AGREEMENT, all employees will be treated fairly and in a manner free from bias and favoritism.

## **ARTICLE 8 HOURS OF WORK**

**Section 1.** The administrative workweek for employees of the bargaining unit is the calendar week beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

**Section 2.** Except for employees on a compressed work schedule, the basic 40-hour workweek will normally consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

The Employer may assign employees to basic workweek schedules other than above, consistent with applicable regulations and this AGREEMENT.

**Section 3.** Normally, basic workweeks shall be scheduled in a manner that will enable an employee's days off to be consecutive and such days off shall include a Saturday or a Sunday. Normally, an employee will not be scheduled to work more than five (5) consecutive days.

**Section 4.** The Employer's Alternate Work Schedule program will be administered in accordance with the most current series of NAVSUPFLCPHINST 12610. The opportunity to work a non-basic workweek is extended to full-time civilian personnel on a voluntary basis. Employees in certain positions may be required to remain on a basic workweek to fulfill minimum staffing levels or due to the type of work performed.

**Section 5.** Employees will be notified of tentative changes in the days and/or shift hours of their basic workweek, at least seven (7) calendar days before the start of the administrative workweek in which the change takes place, except for special circumstances allowed by regulation. The work schedule change will remain in effect for at least one week, consistent with applicable laws and regulations.

**Section 6.** The Union will be notified per Article 4 when it becomes necessary to change an employee's basic workweek or shift. The notice will include the employee(s) name(s), reason for the change, the expected duration, and any applicable shift differential and/or hazard pay.

**Section 7.** When employees work a planned or unplanned extended work shift, they may request a rest break before the start of their next regularly scheduled work shift. Employees will determine the duration of the rest break they require. Rest breaks between shifts for those employees who hold a Commercial Driver's License to perform their regular duties must comply with the Department of Transportation, Federal Motor Carrier Safety Administration's Hours-of-Service regulations. The Employer will approve employees' requests for annual leave or leave without pay (LWOP) to cover any missed duty time.

**Section 8.** Employees will receive a scheduled non-paid lunch period of one-half hour duration normally no later than the fifth (5<sup>th</sup>) hour of work, except that employees who work a straight eight (8) hour, "watch standing" shift will not have a non-paid lunch period. These watch standing employees may eat on the job, to the extent the work situation allows. In the case where an employee works longer than an eight (8) hour shift, if the employee desires, he will receive a non-paid lunch period of one-half hour duration if overtime exceeds four (4) hours.

**Section 9.** At their discretion, employees who are required to perform work or to remain at their immediate job site for work reasons during their scheduled non-paid lunch period will be paid for such time or be allowed to take their non-paid lunch period earlier or later in the day. Under no circumstances will unpaid lunch periods be used to shorten the tour of duty.

**Section 10.** When an employee is required to travel, the following will apply:

a. Travel to a local destination. Employees may use government transportation if available. Supervisors may authorize employees to use their Privately-Owned Vehicle (POV) when government transportation is not readily available. Employees may submit Standard Form 1164, Claim for Reimbursement for Expenditures on Official Business to recover mileage cost. However, no employee will be required to use his personal vehicle on a regular basis for the performance of his duties.

b. Official Travel:

(1) Normally, TAD requirements within an office will be equitably distributed among similarly qualified employees. Records of travel performed will be maintained by supervisors, or designees. These records will be made available to the designated steward upon request.

(2) When known, information about the TAD site will be furnished to employees, if requested, prior to their departure.

(3) Employees selected for assignment involving travel may request that they be excused and such requests will be considered within two (2) workdays provided other qualified employees volunteer for the assignment. When such requests are denied, the reason(s) for the denial will be explained to the affected employee(s).

**Section 11.** Obtaining and returning government and personal tools, equipment and materials from places of issue and designated storage areas; moving such tools, equipment and materials from such places or from one work location to another; or donning and removal of any government provided clothing and equipment shall be done on government time during the shift hours.

**Section 12.** Bargaining unit employees will be given one fifteen (15) minute rest period during the first portion of their respective work shift, and one fifteen (15) minute rest period during the last portion of their work shift. There will be no such work breaks for those employees who work a straight eight (8) hour watch standing shift. Employees working no more than (5) hours per day shall receive only one fifteen (15) minute rest period. The Employer will allow additional fifteen (15) minute breaks when working overtime for more than four hours beyond the regular shift. Rest periods will not be utilized to extend lunch periods nor to begin work late or to leave work early. This is a matter of supervisory responsibility and control. The Union agrees to discourage the abuse of work breaks. The Employer encourages employees working watch-standing shifts to periodically step away from their work station, during operationally acceptable times, in order to recharge.

**Section 13.** Prior to any scheduled lunch period and/or prior to the end of the shift, employees may, at the discretion of their supervisor, be allowed a reasonable amount of personal cleanup time.

**Section 14.** Selection of employees for reassignment from one workweek schedule to another shall be accomplished in the following manner:

a. The Employer shall notify, in writing, each eligible, qualified employee of the reassignment opportunity. Employees shall indicate their desire to volunteer by notifying their immediate supervisor.

b. Selection first shall be made from among those qualified employees who volunteer for reassignment, beginning with the employee with the greatest seniority as determined by Service Computation Date (SCD). Subsequent reassignments shall be made in the descending order of such seniority.

c. If sufficient qualified volunteers are not available to meet the needs of the work situation, other employees will be assigned beginning with the qualified employee with the least seniority by SCD. Subsequent assignments shall be made in the ascending order of seniority.

d. Qualified employees who can substantiate compelling reasons for reassignment may be reassigned without regard to the provisions of Section 14.b above provided a voluntary shift swap can be arranged.

e. Second and third shift employees on light duty or with other restrictions that hinder full performance of duties may be temporarily reassigned to day shift without regard to the provisions of Sections 14.b and 14.d above.

**Section 15.** The provisions of Section 14, above, are not applicable to employees hired to work on a specific shift as a condition of employment, nor do such provisions apply where rotating shifts are necessary. The provisions of Section 14 may be reopened for negotiation with individual departments through mutual agreement.

**Section 16.** Time spent on standby duty or in an on-call status. (5 CFR 551.431)

a. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

(1) The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

(2) The employee, although not restricted to the agency's premises:

(a) is restricted to his or her living quarters or designated post of duty;

(b) has his or her activities substantially limited; and

(c) is required to remain in a state of readiness to perform work.

b. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that another person will perform any work that may arise during the on-call period.

c. When an employee is directed to return to work up to three (3) hours after being released from duty, and held to the provisions of Article 8, Section 16.a, the employee will be considered to be on standby, paid status from time of release from duty to time of return to duty.

The employee will be considered to be on-call, in nonpaid status when the provisions of Article 8, Section 16.b are applied. The Employer may require an employee on standby to stay at the worksite and perform other related duties.

## **ARTICLE 9 OVERTIME**

**Section 1.** Overtime work for employees who are not on compressed work schedules, is defined as such work that is in excess of eight (8) hours per day or in excess of forty (40) hours per administrative workweek. For employees on compressed work schedules, "overtime hours" means any hours in excess of those specified hours that constitute the compressed schedule.

a. Non-exempt Fair Labor Standards Act (FLSA) employees will be compensated for all overtime work that is suffered or permitted, except that compensatory time may be granted when requested by an employee as authorized by regulations.

b. Exempt FLSA employees may be granted compensatory time off in lieu of overtime pay in accordance with applicable regulations.

c. Overtime will be computed in increments of fifteen (15) minutes. Less than eight (8) minutes will be rounded down, eight (8) or more will be rounded up.

**Section 2.** The assignment of overtime work is a function of management. Supervisors shall assign overtime work to employees as efficiently and expeditiously as practicable, making such assignments as fairly and equitably as feasible among qualified employees in accordance with their particular skills and the need for overtime work.

**Section 3.** Overtime assignments will be made fairly and as equitably as possible among qualified employees, by individual and/or group assignments, on a continuing basis in accordance with the following provisions:

a. Emergent overtime work as a continuation of work on a particular job shall be offered to employees working on such jobs, starting with the employee with the lowest total overtime to his credit. If more employees are needed than are currently on the job, the supervisor will assign such work to other qualified employees beginning with the employee with the lowest total overtime to his credit. The Employer will notify employees of overtime assignments as soon as reasonably possible.

b. Overtime assignments to a job not previously worked during regular shift hours shall be made to qualified employees beginning with the employee with the lowest total overtime to his credit. Employees contacted for overtime assignments will be allowed a reasonable amount of time to accept the assignment before the employer contacts the next employee. A missed overtime offer shall not be considered a rejection of the offer.

c. If an employee requests excusal from an overtime assignment for compelling personal reasons, the employee will be excused from such assignment provided another qualified

employee is available to perform the work. When no other qualified employee is available, the employee will be required to accept the overtime work in accordance with Section 4 below.

d. In no case shall a supervisor assign overtime as a reward or a penalty, except when an employee who has been deprived of a turn by mistake, or has been awarded a grievance decision granting assignment of overtime as a redress, may be assigned even though his total overtime is higher than another employee's.

e. It is understood the above provisions do not apply to emergency situations when the Command Duty Officer authorizes overtime after working hours, on weekends, or holiday.

**Section 4.** Employees receiving overtime assignments are expected to accept and regard such assignments, unless excused, as a continuance of the same responsibilities and obligations that apply to their basic employment, putting such assignments above their personal convenience. Employees absent from duty as a result of a disciplinary action shall not be assigned overtime for the duration of the suspension. Employees absent from work due to illness or injury shall not be required to work overtime assignments for the duration of the illness or injury. Employees on annual leave, taken at their own request, may not be recalled to work overtime assignments except due to emergency situations or workload requirements. Employees shall be required to provide information as to how and where they can be contacted should a call for their services become necessary.

**Section 5.** The Employer will provide as much advance notice as reasonably possible to employees when overtime work may be required. Affected employees will be notified as soon as the need is confirmed. Upon reasonable and timely request, the appropriate supervisor will normally relieve an employee of an overtime assignment provided another qualified employee is available and has expressed his desire to the supervisor regarding his willingness to work. If an employee is relieved of an overtime assignment at his request, or if the employee is not available to work an overtime assignment due to disciplinary action, the hours worked and/or the missed hours will be credited in accordance with the provisions of Section 7 below.

**Section 6.** If an employee is called in to work at a time outside of and unconnected with his scheduled hours of work to perform unscheduled overtime work of less than two (2) hours duration, the employee will be paid a minimum of two (2) hours of overtime pay for each such "call-back," even if the employee performed no work or less than two (2) hours of work. "Call-back" overtime starts when the employee departs from his current location to the worksite and ends when he is released from duty. If an employee called back to work under this Section is so tardy in arriving at work that there is no need for his services and he has no acceptable excuse for such tardiness, he shall not be eligible for "call-back" minimum pay.

**Section 7.** A detailed record of all overtime assignments will be maintained on a continuing basis for each employee and will be posted on appropriate official bulletin boards near the employee's reporting places. The record shall show the total overtime status of each employee, and shall include and differentiate between the number of hours actually worked, and not worked but credited, due to excused and unexcused absences. An average of the high and low hours will

be applied to new employees. These factors shall be used by the supervisors in determining eligibility for overtime assignments consistent with the terms of the AGREEMENT.

## **ARTICLE 10 TEMPORARY ASSIGNMENTS**

**Section 1.** The Employer agrees to temporarily promote qualified employees when it is known in advance that an employee will be directed to perform the duties of a higher-level position for more than five (5) consecutive workdays. The effective date of the temporary promotion will be the first day the employee is assigned to the higher-level position.

**Section 2.** When it is not known in advance that the temporary assignment will be for more than five (5) consecutive workdays and the qualified employee is assigned to the higher-level position, the temporary promotion will become effective on:

a. the date management is officially notified that the employee will be in the temporary assignment for more than five (5) consecutive workdays; or

b. the sixth (6<sup>th</sup>) consecutive workday the employee has been assigned the duties of the higher-level position if management has not officially been notified prior to the sixth (6<sup>th</sup>) workday.

**Section 3.** Normally, when available in the department, only qualified employees will be assigned to higher-level positions.

**Section 4.** During a detail to a lower-graded position, the employee continues to occupy his position of record and to be paid at his regular rate of pay.

## **ARTICLE 11 PROMOTIONS**

**Section 1.** It is the policy of the Employer to utilize the skills and potential of all employees as fully as practicable and to give employees the opportunity for progressive development. In consonance with this policy, the Employer agrees to evaluate and select employees for promotion to positions in the bargaining unit in accordance with the provisions of the Merit Promotion Plan and other applicable regulations. The area of consideration for such promotions shall normally be no wider than NAVSUP FLCPH. The area of consideration may be extended where conditions indicate an insufficient quantity of highly qualified personnel is available. Where the Employer determines that sufficient reasons exist for establishing a wider area of consideration for a specific position, the Union shall be notified of the reasons for the expansion, and if requested by the Union, the Employer will meet with a Union representative to discuss the reasons for establishing the wider area of consideration. The Employer will give prior consideration to all NAVSUP FLCPH repromotion eligibles that are registered for such consideration. The Union recognizes that the Employer has the right to fill vacancies by methods other than promotion, including but not limited to appointment, reinstatement, reassignment, change to lower grade, transfers, Veteran's Recruitment Appointment (VRA),

Schedule A appointments, and Pathways. The Employer may also cancel or postpone action to fill a vacancy.

**Section 2.** Vacancies will be announced on the USAJOBS website and will be publicized for a minimum of five workdays but may be up to fourteen days (depending if the position is hard-to-fill). Employees must apply their resume to posted job announcements, provide all supporting documents (SF-50, VA Letter, DD-214, etc.) and ensure they meet the required cutoff dates.

a. The Union and the Employer will encourage employees to maintain updated resumes in USAJOBS to facilitate applying for position announcements.

b. Employees are permitted limited use of government office equipment for personal needs, including resume preparation and access to the USAJOBS website, if the use does not interfere with official business and involves minimal additional expense to the Employer. This limited personal use of government office equipment should take place during the employee's non-work time. This privilege to use Government office equipment for non-government purposes may be revoked or limited at any time by the Employer.

Employees are expected to conduct themselves professionally in the workplace and to refrain from using government office equipment for activities that are inappropriate.

**Section 3.** Grievances arising out of the application of the Merit Promotion Plan, including rating and ranking complaints shall be processed under the negotiated grievance procedure. It is understood that non-selection for promotion from a group of properly ranked and certified candidates is not grievable. Upon request, the Employer will inform the employee of the reason for their non-selection, to include who was selected and provide counsel on how the employee might improve chances for future selection.

## **ARTICLE 12 HOLIDAYS**

**Section 1.** Federal holidays will be observed as non-workdays to the extent practicable, consistent with workload and manpower requirements as determined by the Employer.

**Section 2.** The following are Federal holidays:

New Year's Day, January 1.

Birthday of Martin Luther King, Jr., the third Monday in January.

Washington's Birthday, the third Monday in February.

Memorial Day, the last Monday in May.

Independence Day, July 4.

Labor Day, the first Monday in September.

Columbus Day, the second Monday in October.

Veterans Day, November 11.

Thanksgiving Day, the fourth Thursday in November.

Christmas Day, December 25.

Any other calendar day designated as a holiday by Federal statute or Executive Order.

**Section 3.** Holiday hours worked are not the same as overtime and shall not be treated as specified in Article 9, Overtime.

a. If employees are required to work on a holiday due to operational requirements as determined by the Employer, the work will be assigned to those employees normally scheduled to work on the day of the week that the holiday falls on. Employees may ask to be excused from holiday work but shall be required to report if no other qualified worker is available.

b. Holiday hours shall be rotated among workers by shift and shall be tracked separately from overtime hours.

### **ARTICLE 13 SICK LEAVE**

**Section 1.** Employees shall accrue and be granted sick leave in accordance with applicable regulations. The insurance and retirement values of sick leave are jointly recognized and employees in the bargaining unit will be encouraged to conserve such leave so they may receive full pay during a prolonged absence due to illness or disability. The Employer may also grant sick leave consistent with the Family and Medical Leave Act (FMLA).

**Section 2.** Sick leave, if available, shall be granted to employees when they are absent from work because of bona fide illness or injury or other circumstances for which the granting of sick leave is permitted by regulations.

**Section 3.** An employee who is unable to report to work because of incapacitation due to illness or injury or for other unexpected reasons for which sick leave may be granted is responsible for seeing that notification is normally given to the immediate supervisor or designee before the start of the shift on the first day of his absence. The Employer recognizes that there may be circumstances that preclude strict compliance with this requirement, and therefore agrees to seek an explanation from the employee when adequate notification has not been provided. After reporting to work, an employee who leaves the work site due to illness shall be subject to the above reporting requirement on the next workday if the employee is still absent due to illness. When any absence for which sick leave is chargeable extends from one workweek to another, in addition to the initial call-in, unless excused by his supervisor from doing so, the employee shall

notify his supervisor on the first workday of the second week and of each workday of the second week and of each workweek thereafter until he returns to duty.

**Section 4.** Employees seeking medical, dental, or optical examinations or treatment shall make every effort to schedule such appointments after working hours or on non-workdays. Where this is impractical, requests for sick leave to cover such examinations or treatment, on other than an emergency call-in basis, shall be submitted for approval as far in advance as possible, and shall specify the date and time of the appointment.

**Section 5.** Employees shall normally not be requested to furnish a medical certificate to substantiate a request for sick leave unless the sick leave exceeds three (3) consecutive workdays. Employees with serious recurring or chronic medical conditions may submit an administratively acceptable medical certificate to cover repeated absences greater than three (3) days. The supervisor may request an updated medical certificate as warranted. In cases of employees suspected of abusing the sick leave privilege, the Employer may require submission of a medical certificate for any period of sick leave. At the time the Employer informs the employee of the requirement to submit a medical certificate to substantiate each request for sick leave due to claimed illness, regardless of duration, the Employer will advise the employee of the questionable sick leave record. During this discussion, the appropriate Union steward may represent the employee. The Employer will make available to the employee his sick leave record, which is the basis for the evaluation. Written notice of this requirement shall, as a minimum, inform the employee of the starting date of the requirement and any provisions for review of the notice and shall explain fully the reasons for believing the employee is abusing his sick leave benefits. It is agreed that these notices shall not be based on absences lasting more than three (3) working days for which the employee has been granted leave by submitting medical certification. It is further agreed that copies of such notices shall not be made part of the employee's permanent record. This requirement will be reviewed at least every six (6) months and will be rescinded in writing at such time as sustained improvement in the employee's sick leave record warrants.

**Section 6.** Unearned sick leave may be advanced in amounts not exceeding thirty (30) days to employees who are unable to work because of serious disability or ailments. The employee shall submit a written request for such leave to the Employer's Executive Director or Executive Officer, via the department head, attaching a doctor's certificate covering the need for the advance of sick leave and the doctor's prognosis of estimated time the employee is expected to be able to return to work. The conditions under which sick leave is to be advanced are:

a. An employee's accumulated sick leave and any annual leave the employee might otherwise forfeit must be exhausted and there must be reasonable assurance the employee will return to duty.

b. Sick leave will not be advanced to an employee known to be planning to resign or retire, or when it is anticipated he is to be separated for other reasons before he can repay the advance.

c. An employee under a temporary or limited appointment may not be advanced sick

leave in excess of the amount he would otherwise earn during the term of his employment.

d. In considering requests for advance sick leave in maternity cases, the standards applied will be those governing the granting of advance sick leave in other cases of serious disability, regardless of the maternity aspect.

e. When advance sick leave has been approved and circumstances arise which indicate the advance sick leave is no longer warranted, payment under the grant of advance sick leave will cease.

**Section 7.** When an employee is injured on the job he may elect to have any resulting absence from duty charged to sick and/or annual leave, or continuation of regular pay. He also may request an advance of sick leave, in accordance with the provisions of Section 6, above.

**Section 8.** Employees who request to visit health clinics during regular scheduled working hours, for reasons other than examination and treatment of on-the-job injuries, will have absence in excess of one (1) hour charged to leave.

**Section 9.** Employees may use sick leave to make funeral arrangements or to attend the funeral of an immediate family member including spouse, parent, child, brother, sister, parent of spouse, grandparents (in loco parentis), or other close relative who is part of an employee's immediate household. In the event of death of other close relatives, the supervisor may approve time off that is charged to annual leave or LWOP.

**Section 10.** Sick leave shall be used in no less than fifteen (15) minute increments.

## **ARTICLE 14 ANNUAL LEAVE**

**Section 1.** Employees shall earn and accumulate annual leave in accordance with applicable regulations. An employee's request for annual leave will be granted when he can be spared from his duties, and normally will not be denied when he may otherwise lose leave because of maximum accumulation or forfeiture rules.

**Section 2.** Annual leave schedules covering each employee's tentatively planned leave for vacation purposes during the leave year will be prepared by supervisors at the beginning of such leave year to the extent practicable. Employees will submit during January of each year an annual leave plan for periods in excess of one (1) week and these scheduled choices may not be changed thereafter, except for bona fide reasons. Conflicts in requested vacation periods will be resolved by granting requested dates on a rotation basis from year to year beginning initially with the employees in the order of their seniority based on SCD. Subject to the provisions of this Article, each employee has a right to his established annual leave schedule, and the Employer will adhere to the established schedule subject to workload requirements. Employee requests for leave for periods other than the above shall be granted whenever possible, consistent with work load requirements. When conflicts in requests arise, or when it becomes necessary to restrict the

use of leave, requests will be granted on a first-come, first-served basis in accordance with the Employer's operating needs and the necessity for having certain skills available.

**Section 3.** Requests for occasional, unscheduled leave shall be submitted at least the day prior to the beginning of the workday for which the time off is requested. The supervisor will advise the employee as promptly as possible whether such leave request is approved; and, if not approved, why not. If the employee's request is for a day or days for which more requests have been received than can be approved consistent with the work requirements, approval will be granted on the basis of the earliest requests received. Where the basis for a request for unscheduled annual leave could not have been foreseen one day prior, the employee will normally make the request prior to the start of the shift.

**Section 4.** If the Employer cannot avoid canceling previously scheduled leave because of workload or emergency requirements, or when unscheduled leave is denied, the reasons for such actions will be explained to the affected employee at the earliest possible time, and every effort will be made to reschedule or approve leave for such employee at another time most nearly suitable to his preference.

**Section 5.** Annual leave for emergency purposes may be requested when unforeseen circumstances prevent the request and approval of leave in advance and will be considered subject to workload considerations and the need for the employee's services as stated in Sections 1 through 4 above. Should an occasion arise which prevents an employee from reporting to work, the employee may request annual leave by telephone or other means. Such requests shall normally be made prior to the start of the employee's regular shift. The Employer recognizes that there may be circumstances that preclude strict compliance with this requirement. In making such requests, the employee will provide information concerning the basis for the expected duration of his absence. If the person receiving the request is someone other than the employee's immediate supervisor, the employee will also provide information as to how he may be contacted if the supervisor desires to do so. All such information received will be relayed to the supervisor. It is understood that call-in requests for annual leave will not normally be approved in cases where there is considered to be insufficient justification for the absence or where the reason for the absence is such that leave could have been requested in advance.

**Section 6.** Supervisors will exercise care to prevent any unintended loss of an employee's excess annual leave because of the limitation of a maximum leave which he can carry forward to the succeeding leave year. When employees have not planned extended leave absences for vacations, they will be encouraged to use by 1 July the excess leave accrued during the first half of the year, and to use that excess leave earned after 1 July for periods of leave during the last half of the year.

**Section 7.** If it becomes necessary to require employees to take annual leave involuntarily, the supervisor will first call for volunteers. If there are insufficient volunteers, non-volunteers will be selected by assigning leave in increments of up to forty (40) hours to employees who have accrued leave of more than one hundred twenty (120) hours, and in increments of up to twenty-four (24) hours to employees who have one hundred twenty (120) hours or less to their credit, beginning with the employee in each affected job or skill category who has the highest amount of

accumulated annual leave. Employees who have accrued leave of one hundred twenty (120) hours or less will not be assigned leave in increments more than and normally not equal to employees who have accrued leave of more than one hundred twenty (120) hours. After being placed on annual leave involuntarily for one increment, an employee will not be placed on such leave for an additional increment unless he still has more accumulated annual leave than others in his job or skill category. Employees required to take annual leave involuntarily will be given at least seventy-two (72) hours advance notice except when decisions or occurrences beyond the control of the head of the division intervene. An employee excepted from involuntary leave due to his job or skill shall immediately become subject to the provisions of this Section as soon as his particular job or skill category is no longer required.

**Section 8.** In cases of interrupted or suspended operations due to equipment breakdown, power failure, lack of material, transportation strikes, storms, floods or other unforeseeable circumstances, the following applies to employees who cannot be assigned other work:

a. Employees will be required to use annual leave when twenty-four (24) hours advance notice can be given.

b. If twenty-four (24) hours advance notice cannot be given, but notice can be given before the end of their shift immediately preceding the one in which they are to be placed on leave, employees may, for not to exceed five (5) days in the leave year, be required to use annual leave.

c. If neither twenty-four (24) hours advance notice nor notice before the end of their immediately preceding shift is possible, employees will be administratively excused with pay for a period not to exceed eight (8) hours and will then be placed on enforced annual leave for subsequent continuous absence required beyond eight (8) hours, provided twenty-four (24) hours advance notice is given.

**Section 9.** Annual leave shall be used in no less than fifteen (15) minute increments.

## **ARTICLE 15 FAMILY AND MEDICAL LEAVE**

**Section 1.** The Employer will administer the Family and Medical Leave Act (FMLA) in accordance with applicable laws and regulations. The Office of Personnel Management (OPM) is responsible for issuing government-wide regulatory guidance for the FMLA. Some of the current FMLA entitlements and requirements follow:

a. In compliance with FMLA, eligible employees are entitled to twelve (12) weeks of unpaid leave per year for the birth, adoption or foster placement of an employee's child; to care for a spouse, parent, son or daughter with serious health conditions; or where because of serious health condition the employee is unable to perform the functions of his position.

b. Whenever an employee's leave is foreseeable, the employee must notify his supervisor at least thirty (30) days before the leave is anticipated to begin. If however, the nature

of the leave requires that it begin in less than thirty (30) days, the employee must notify his supervisor as soon as practicable.

c. An employee shall continue to be covered by the applicable group health plan during the covered leave.

d. Except as otherwise permitted by the FMLA, following a leave of absence granted pursuant to that Act, an employee shall be returned to the same position or to an equivalent position with equivalent pay and benefits.

## **ARTICLE 16 EXTENDED LEAVE AND EXCUSED ABSENCES**

**Section 1.** Leave Without Pay (LWOP). Subject to workload considerations and the need for the employee's services, requests for leaves of absence without pay will be considered on their individual merit and shall not exceed a period of one (1) year for each application. In considering the merit of each request, the following factors should be compelling:

- a. improved performance capabilities;
- b. protection or improvement of employee's health and
- c. retention of a desirable employee.

**Section 2.** Employees are not entitled to be granted LWOP as a matter of right except in the case of:

- a. At least the first year an employee is receiving injury compensation.
- b. Disabled veterans who wish to receive medical treatment when sick or annual leave is not available.
- c. Reservists and National Guardsmen who are entitled to a leave of absence for military training or service.

**Section 3.** When an employee in the bargaining unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring a leave of absence, such employee may be granted annual leave and/or LWOP consistent with regulations and workload requirements.

**Section 4.** Employees who are absent on extended LWOP shall accrue all rights and privileges accorded by regulations.

**Section 5.** Subject to workload considerations and the need for the employee's services, excused absences may be granted for varying periods under the following circumstances in accordance with applicable regulations:

a. Voting. The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. Administrative excused time will be given to eligible employees to vote in National, State, or Municipal elections or referendums consistent with applicable Federal rules and regulations. Employees desiring to vote in any election or referendum will be excused by their immediate supervisor as follows:

(1) Where the polls close less than three (3) hours after the scheduled end of an employee's assigned shift or open less than three (3) hours prior to the start of an employee's assigned shift, the employee will be excused for as much time as will allow him three (3) hours in which to vote either immediately after the polls open or prior to the time they close, whichever requires less excused time.

(2) Presentation of a voter's receipt by an employee to the Employer shall constitute proof of voting by the employee. If any employee fails to vote after taking time off for that purpose the employer, upon verification of that fact, may charge the employee with leave or LWOP for the period of duty time missed.

b. Blood donation. At the discretion of the appropriate supervisor in relation to workload considerations, employees who volunteer to donate blood will be granted up to four (4) hours (not including lunch period) without charge to leave for the purpose of making such donations. The four hours include time required to reach the donation site and return, as well as the time for actually donating blood and recovery. Employees must provide positive proof of blood donation upon return to work. Employees disqualified from donating blood by the blood bank may be charged annual leave or LWOP for duty hours missed following disqualification with allowance for travel time. Employees are urged to request absence for blood donation at least three (3) days in advance. Time in excess of four hours may be granted at the employee's request, as annual leave, sick leave, accrued compensatory time, or LWOP. If a request for absence is denied, the supervisor will inform the employee, when possible, of the approximate date a request may be granted.

c. Bereavement. For attendance at the funeral of an immediate family member, in the service, who died while in a combat zone.

d. Court Leave/Jury Duty. Employees eligible under applicable laws and regulations shall be granted court leave for absence during an employee's scheduled work hours. Court leave is available for jury duty in Federal, State or Municipal courts. Court leave is available to serve as a witness on behalf of the Federal, State or Municipal government or as a witness on behalf of a private party when the Federal, State or Municipal government is a party to the proceeding in accordance with applicable regulations.

(1) If an employee is called for the above civic duties, the employee shall notify the Employer promptly and present the summons for jury service directly to the supervisor. Upon completion of the service, the employee shall present to the Employer satisfactory evidence of time served on such duty, together with any jury fees received.

(2) Employees are entitled to receive their regular pay or may retain the court fees

received from the court, whichever the employee prefers. If an employee receives his regular pay, the employee will reimburse the government the amount paid by the court, except that the employee may retain reimbursement for out-of-pocket expenses (e.g., mileage and parking). If the employee elects to retain the court fees, the employee will be placed on annual leave or LWOP, as requested.

(3) At the employee's request, an employee will be granted an adjustment in his work schedule so that the employee's hours coincide with the court day(s), subject to operational requirements. A night shift employee who performs court services during the day is entitled to the night shift differential.

(4) When an employee who has been granted court leave with pay who serves jury duty for less than one (1) day (normally three (3) hours or less) the employee shall be expected to return to duty or be charged annual leave or LWOP for the time the employee would have been expected to work had the employee returned to duty.

(5) When an employee appears in court as a non-Government witness and not in the employee's official capacity, the absence from duty must be charged as either annual leave or LWOP. Such employee is entitled to the usual fees and expenses. When an employee is subpoenaed to testify, in private litigation, in an official capacity, the employee will be considered to be in a duty status, and can retain reimbursement for actual expenses only. All witness fees and allowances will be collected in accordance with the Department of the Navy Comptroller Regulations.

e. **Military Duty.** An employee who is a member of a reserve component of the Armed Forces or the National Guard shall be granted fifteen (15) days of Military Leave per fiscal year for annual training. Employees who are activated for military duty shall be granted Military Leave in accordance with applicable regulations and laws.

f. **Tests, interviews, licensing or physical examinations.** Tests and interviews, licensing or physical examinations required by the Employer as a condition of employment, or as prescribed by merit promotion regulations.

g. **Tardiness.** If reasons are justifiable to the approving supervisor, employees may be excused from duty with no charge to leave or loss of pay for brief periods of absence or tardiness of fifty-nine (59) minutes or less due to circumstances beyond their control.

h. **Honor Guards.** Employees who are veterans or are requested by either a veterans' organization or the Armed Forces shall be excused for up to four (4) hours within a day to participate as a pallbearer, member of a firing squad, or honor guard in the funeral of a member of the Armed Forces.

## **ARTICLE 17 REDUCTION IN FORCE**

**Section 1.** As soon as it is known by the Employer that a reduction in force (RIF) action affecting employees in the bargaining unit is required, the Union will be so notified and informed of the reasons for such action in order to allow negotiation over the impact and implementation

of the reduction in force. Prior to the issuance of official notices to the employees involved in reduction-in-force action, the Union will be notified of the number of employees and competitive levels to be affected, and the date action is to be taken.

**Section 2.** To minimize the impact of any reduction in force, an out-placement program will be activated to determine placement opportunities and locate existing vacancies at other Navy activities and government agencies on Oahu to which qualified employees not placed will be referred.

**Section 3.** The placement rights of employees affected by reduction in force will be administered in accordance with applicable regulations. The competitive area for any reduction in force at NAVSUP FLCPH will continue to be activity wide.

**Section 4.** Career or career-conditional employees who are separated by reduction in force will be placed on the Reemployment Priority List. Such employees will be assisted by the Employer in applying for entry into the OPM Displaced Employee Program for priority referrals to other Government agencies on the Island. Acceptance of a temporary position by an employee on the Reemployment Priority List or in the Displaced Employee Program will not affect his status on the Lists or his eligibility for reemployment into a permanent position.

**Section 5.** An employee's entitlement to grade/pay retention when he is changed to lower grade or to severance pay when he is separated shall be determined by the employee's eligibility for the benefit. Such entitlements will be administered in accordance with applicable regulations.

**Section 6.** Upon request of the Union, the Employer will provide a presentation on reduction-in-force procedures to Union stewards and representatives. Such request may be made preliminary to the implementation of an announced reduction in force or when the Union has several new stewards who need to be familiar with reduction-in-force procedures.

**Section 7.** To minimize the adverse impact on employees, the Employer shall consider all available cost reduction options before conducting a RIF.

## **ARTICLE 18 ADMINISTRATION OF DISCIPLINE**

**Section 1.** Disciplinary action shall be taken only for just cause, and the penalty imposed will be the minimum, in the judgment of the disciplining official, that can reasonably be expected to correct the affected employee and maintain discipline and morale among other employees. It is understood that certain breaches of regulations may be grounds for removal for the initial offense.

**Section 2.** Prior to initiating disciplinary action, an investigation shall be conducted to establish the facts. Such investigation shall normally include a discussion with the employee, except when unusual circumstances, e.g., TAD, illness, etc., make such discussion impractical, or where, in those very rare situations, it can reasonably be concluded that such discussion would develop no additional useful information. The Employer will not use the latter provision as an excuse to

avoid holding a discussion. If the employee so requests, an appropriate steward may represent him in this discussion.

**Section 3.** Notices of proposed action will state the nature and specific reason(s) for the proposed action and will advise the employee of his right to reply, of his right to representation in making such reply, and of his right to review the material relied upon by management in proposing the disciplinary action. Should the Union be chosen as the employee's representative, the Union shall be furnished a copy of the material upon request. Both parties recognize that any information protected by law, will be sanitized from the record prior to review. Notices of decision to effect disciplinary action will advise the employee of his grievance/appeal rights.

**Section 4.** Where an employee has designated the Union as his representative, the Union will be forwarded a copy of any notice of proposed action and decision letter at the time of issuance.

**Section 5.** Disciplinary actions may be grieved/appealed as follows:

a. Letters of reprimand and suspension of fourteen (14) days or less may be grieved only under the negotiated grievance procedure.

b. Removals, suspensions of fifteen (15) days or more, reduction in grade, reduction in pay, and furloughs of thirty (30) days or less may either be grieved under the negotiated grievance procedures or be appealed to the Merit Systems Protection Board, but not both.

c. Grievances on disciplinary actions shall be submitted at the next level of the grievance procedure above the deciding official. In cases where the deciding official is the Commanding Officer, the provisions of Article 20, Arbitration, shall apply.

**Section 6.** All disciplinary actions and grievance/appeals shall conform to procedures set forth in applicable laws and regulations and the AGREEMENT.

**Section 7.** Derogatory material and resulting disciplinary action, closed for more than two years, may not be used to support new disciplinary actions except when the previous discipline was due to a malicious act.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

**Section 1.** The Employer and the Union desire that all employees in the unit continue to be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest possible level, and the Employer and the Union agree to work toward this end.

This Article provides an orderly procedure for processing grievances of the parties and bargaining unit employees as defined in Section 2 below. It is the sole procedure that may be used by the parties to the AGREEMENT, and the employees in the bargaining unit except as provided in Sections 3 and 4 below.

**Section 2.** A grievance means any complaint:

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any employee; or
- c. by any employee, the Union, or the Employer concerning:
  - (1) the effect, or interpretation, or a claim of breach, of this AGREEMENT; or
  - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3.** Excluded from processing under this Article are grievances concerning:

- a. any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under Section 7532 of 5 USC (National Security);
- d. any examination, certification, or appointment;
- e. the classification of any position, which does not result in the reduction in grade or pay of an employee;
- f. any dissatisfaction which involves a position in the Activity which is outside the bargaining unit;
- g. any action terminating a temporary promotion for reasons other than for cause;
- h. non-adoption of a suggestion or disapproval of a quality step increase, performance award, or other kinds of honorary or discretionary awards;
- i. a preliminary warning or notice of a specific action, which, if effected, would be covered under the negotiated grievance procedure;
- j. decision of another activity;
- k. actions where the head of the activity does not have the authority to grant the corrective action desired;
- l. separation for failure to satisfactorily complete a probationary period;
- m. discharge of temporaries;

n. separation within the first year of employment on a Veteran's Readjustment Appointment.

**Section 4.** The following matters may be pursued under the negotiated grievance procedure or under a statutory procedure, but not both:

a. Appealable Adverse Actions.

- (1) a removal;
- (2) a suspension for more than 14 days;
- (3) a reduction in grade;
- (4) a reduction in pay; and
- (5) a furlough of 30 days or less.

b. Allegations or complaints of discrimination reviewable under part 1614 of EEOC regulations. In presenting an Equal Employment Opportunity (EEO) complaint, an employee may be represented by any party they choose, to include the Union.

**Section 5.** In matters covered under Section 4.a. of this Article which have been raised under the negotiated grievance procedure, and subsequently proceed to arbitration, the arbitrator will apply the standards of proof contained in 5 USC 7701c(1) as applicable.

**Section 6.** In the event of a disagreement over whether a grievance is subject to this grievance procedure, or is subject to arbitration under this AGREEMENT, the parties shall attempt to resolve this issue informally or through the use of Alternate Dispute Resolution (ADR). If unresolved, the matter may be pursued as a threshold issue under Article 20, Arbitration.

**Section 7.** Grievances which require interpretation of agency policies, or regulations, provisions of law or regulations of appropriate authorities outside the agency, shall be handled as follows if the parties are unable to resolve the question informally:

a. Processing of the grievance beyond Step 1 of Section 11 (Step 2 if grieving a disciplinary action in accordance with Section 11 of this Article) will be delayed until the questioned policy, law or regulation has been interpreted. The Employer will forward the position papers of both parties to the cognizant office of issue in the DON or Office of Civilian Human Resources (OCHR) (Civilian Personnel (CIVPERS)/EEO) as appropriate.

b. Upon receipt of the interpretation, the employee, Union or Employer may resume processing the grievance, including alleged misapplication of the policy, law, or regulation.

**Section 8.** An employee using this procedure may be accompanied and represented by an individual appointed by the Union. As an exception to this requirement, an employee or group

of employees wishing adjustment of a grievance under this procedure without the intervention of the Union may do so. Such a request for adjustment shall be irrevocable and made in accordance with the procedures, time limits, and provisions of this Article except that the employee is not entitled to any representation at the various steps nor is he entitled to arbitration. The Employer may adjust such grievances so long as the adjustment is not inconsistent with the terms of this AGREEMENT. A Union representative may be present at all steps of the grievance procedure. Inasmuch as the employee without representation is not entitled to arbitration, the decision rendered in Step 3 of Section 11 by the Commanding Officer shall be final.

**Section 9.** A grievance must be presented within fifteen (15) calendar days of the date of the particular act or occurrence which gave rise to the grievance, or within fifteen (15) calendar days after the date the grieving party became aware of the act or occurrence.

**Section 10.** Grievances may arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

**Section 11.** Grievances to which this Article applies shall be processed in the following manner:

Step 1. The grievant shall reduce the grievance to writing (using the format provided in Appendix 1) and submit it to the lowest appropriate supervisory level at which discretion in the matter exists, normally the immediate supervisor. The written grievance shall state specifically the nature of the complaint, the Article and Section of the AGREEMENT allegedly violated (if appropriate); the name of the grievant's representative, the remedy sought, and any other pertinent facts. The parties involved shall make an earnest effort to resolve the matter at this level. The supervisor shall make whatever investigation is necessary and shall give his written decision to the grievant within seven (7) calendar days after the discussion. Should the decision be unsatisfactory to the grievant, he may proceed to Step 2.

Step 2. A grievance based on a disciplinary/adverse action which is properly grievable under the terms of this Article shall be submitted at Step 2 of the negotiated grievance procedure. At this step, the grievant shall submit the grievance to the designated management official within fifteen (15) calendar days after receipt of the Step 1 decision. The management official will either accept the grievance or return it if it is untimely, vague, incomplete, if new matters are raised which were not addressed at Step 1, or not covered by this procedure. If accepted, the management official shall meet within fifteen (15) calendar days after receipt of the written grievance with the grievant, the Union representative, if appropriate, and other appropriate persons. Within ten (10) calendar days after the meeting, the management official shall render his decision to the grievant, in writing with a copy to the Union. If the decision is unsatisfactory to the grievant, he may submit the grievance to Step 3.

Step 3. The grievance at this step will be submitted to the Employer's Executive Director within fifteen (15) calendar days of receipt of the management official's decision. The Executive Director or his designee will render a written decision within twenty (20) calendar days.

Step 4. Within fifteen (15) calendar days of the Step 3 decision, the Union may invoke arbitration by notifying the Executive Director in writing. Further processing of the grievance will be in accordance with the provisions of Article 20, Arbitration.

**Section 12.** Should two (2) or more employees have identical grievances (the dissatisfaction expressed and the relief requested are the same), other than those involving disciplinary action, the grievances may be joined and processed as one grievance, with the decision applicable to all. In such cases, the Employer will request the employees concerned to select a representative for the group.

**Section 13.** An aggrieved employee affected by a removal, suspension of more than fourteen (14) calendar days, reductions in grade or pay, or furlough of thirty (30) days or less, or who is alleging prohibited discrimination may raise the matter under a statutory procedure or under this negotiated grievance procedure, but not both. An employee shall be deemed to have raised the matter under either a statutory procedure or this negotiated grievance procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing in accordance with this negotiated grievance procedure, whichever event occurs first. Such choice shall be irrevocable.

a. Prior to filing a grievance of discrimination, the employee will contact an EEO Counselor within forty-five (45) calendar days from the date the employee became aware of the alleged discriminatory act. Within fifteen (15) calendar days after receipt of the notice of final interview, the employee may file a grievance of discrimination in writing beginning at Step 2 of Section 11 of this Article. Further processing of the grievance will be in accordance with Section 11. If, however, the alleged discriminating official is at a level above the department head, the grievance will be submitted directly to the Commanding Officer, who will render a written decision to the grievant within twenty (20) calendar days of receipt of the grievance. If the grievant and the Union are not satisfied with the Commanding Officer's decision, the Union may, within fifteen (15) calendar days from the date of that decision, consider alternate forms of settlement such as ADR before invoking arbitration in accordance with Article 20, Arbitration.

**Section 14.** Nothing in this AGREEMENT shall be so interpreted as to require the Union to represent an employee in processing his grievance or to continue to represent him, if the Union considers the grievance to be invalid, without merit, or not covered by the terms of this AGREEMENT or law.

**Section 15.** Grievances of the Union or the Employer shall be processed as follows:

a. The grievance shall be submitted in writing to the Employer's Executive Director or the Business Manager of the Union or his designee, as the case may be. The grievance shall specify the particular Articles and Sections of the AGREEMENT alleged to have been misinterpreted or misapplied, provide all pertinent data relating to the grievance including dates,

places and personnel involved; and state the relief desired and the grieving party's rationale supporting its content.

b. The recipient of the grievance will contact the grieving party and representatives of the parties shall meet within ten (10) calendar days of receipt of the written grievance to attempt to resolve the matter. The party to whom the grievance was submitted shall issue a written decision within ten (10) calendar days of the meeting.

c. If the grievance is not resolved by the decision given in subsection b, above, the grieving party may further process the grievance under Article 20, Arbitration, by notifying the other party within fifteen (15) calendar days following receipt of the decision. Grievability and arbitrability disputes will be submitted to the arbitrator as a threshold question.

**Section 16.** All time limits prescribed in the Article may be extended by mutual consent upon a showing of good cause prior to the end of the time limit. Should the last day of a time limit fall on a Saturday, Sunday, or federal holiday, the next working day shall be considered the last day of the time limit. Employee appeal periods will begin the day after the employee receives the notice of decision.

**Section 17.** The grievant and his representative will be granted a reasonable amount of duty time to request and obtain relevant official documents to support the grievant's case. The Employer will release such documents to the extent they do not compromise security or Personally Identifiable Information (PII), or violate statute.

**Section 18.** The Employer agrees that all grievance discussions under Step 1 shall be conducted during the regular duty hours of the employee or at a time mutually acceptable to the employee, the Union representative, and the appropriate supervisor. Discussions at Step 2 and 3 will be during the regular day shift hours on official time. Hours of work for employees and stewards assigned to the night shift will be adjusted in order for them to meet with the appropriate supervisor at Step 2 or 3 during the regular day shift hours.

## **ARTICLE 20 ARBITRATION**

**Section 1.** Arbitration may be invoked only by the Union or the Employer and shall extend only to matters that may be processed under Article 19, Grievance Procedure. The arbitrator's award shall be binding on the parties except that the Union or the Employer may file exceptions to the arbitrator's award in the manner prescribed by law.

**Section 2.** Within ten (10) calendar days from the date either party receives the written request for arbitration, representatives of the parties shall meet to mutually select an arbitrator. If they cannot reach agreement within five (5) calendar days from the initial meeting, the parties shall submit a joint request to the Federal Mediation and Conciliation Service for a list of five (5) Oahu residents who are qualified arbitrators. Within five (5) calendar days following receipt of this list, the parties will meet in an attempt to select a mutually acceptable arbitrator from the list. If the parties cannot reach agreement they will alternately strike a name from the list. To

determine who strikes first, a coin will be flipped. This process will be repeated and the name remaining will be the duly selected arbitrator.

**Section 3.** Following selection and receipt of acceptance from the arbitrator, the parties will prepare a joint letter submitting the matter in dispute. This letter shall present, in question form, the matter on which arbitration is sought; it shall also outline the rules governing arbitration and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. Post-hearing briefs may be submitted provided both parties agree or the arbitrator requests them.

**Section 4.** The arbitration hearing will be held during regular day shift working hours, excluding weekends. Both parties as determined by the arbitrator, may call a reasonable number of relevant witnesses. Employees who participate in arbitration hearings (who are otherwise in an active duty status) shall be in a pay status without charge to annual leave while so engaged.

**Section 5.** In considering any case submitted under the provisions of this AGREEMENT, the arbitrator shall be limited to the specific issue jointly submitted by the parties and to the evaluation of the testimony, evidence and arguments presented for the purpose of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion and is bound by any interpretation sought by the parties in accordance with Section 7 of Article 19, Grievance Procedure. An arbitrator shall not change, modify, alter, delete, or add to the provisions of the AGREEMENT, such right being the prerogative of the contracting parties only.

**Section 6.** In the event the Employer or the Union takes the position that a certain matter is not arbitrable/grievable, the question of arbitrability/grievability shall be submitted to arbitration as a threshold issue. If the arbitrator determines that the matter is grievable or arbitrable, the merits of the issue will be considered at that time or at a later date, as the parties agree.

**Section 7.** The arbitrator will be expected to transmit his written opinion to the parties as soon as possible but not later than thirty (30) calendar days after conclusion of the arbitration hearing.

**Section 8.** The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. The parties, if required by the arbitrator, and mutually agreed to by both parties, will share the cost of a qualified reporter, equally.

**Section 9.** The time limits in this Article may be extended by mutual AGREEMENT of the parties. Stenographic support will be shared equally if desired and agreed to by the Union and Employer.

## **ARTICLE 21 TRAINING**

**Section 1.** Training is a necessary and inseparable function of management for the maintenance of a skilled and efficient workforce and shall be accomplished on the Employer's time when the employee is directed to attend.

**Section 2.** The selection of employees, other than personnel in a "trainee" program, for training predetermined as required for advancement and to develop skills of higher-level jobs shall be made in accordance with merit promotion plan procedures to insure fair and equitable consideration.

**Section 3.** The Employer agrees to consult with and to give serious consideration to the expressed views and recommendations of the Union in the establishment of training policy affecting the employees covered by the AGREEMENT.

## **ARTICLE 22 PAYROLL DEDUCTION OF UNION DUES**

**Section 1.** The Employer agrees that payroll deductions for the payment of labor organization dues shall be made from the pay of employees who voluntarily request such dues deduction and who are bona fide members in good standing of the Union and who are covered by this AGREEMENT and applicable DON directives.

**Section 2.** Any employee desiring to have his Union dues deducted from his pay may, at any time, complete and sign the appropriate portions of Standard Form No. 1187, "Request for Payroll Deductions for Labor Organization Dues." Section A of this form shall be completed and certified by the authorized administrator of this AGREEMENT or his designee, who shall mail/deliver it to the Employer's HRO, within sufficient time for verification of employee eligibility and for the subsequent processing of the form by the payroll liaison office. Deductions will normally start with the next pay period unless otherwise stated by the Union. An employee may not request the deduction from his earnings of dues to more than one labor organization.

**Section 3.** A deduction will be made each biweekly pay period from the pay of employees in the bargaining unit who have requested such allotment for dues. It is understood that no deduction for dues will be made by the Employer in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.

**Section 4.** The total dues deduction shall be transmitted on a monthly basis by the disbursing office to the Union with a listing of the names of the employees involved and the amount deducted for each employee. In the event an employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues, the disbursing office shall so annotate it on the list. The list shall also show the total amount of dues deducted by the disbursing office. There will be no fee charged for the deduction of Union dues.

**Section 5.** An employee in the bargaining unit who has authorized withholding of Union dues may request revocation of such authorization by completing Standard Form No. 1188 "Cancellation of Payroll Deductions for Labor Organization Dues," and submitting the completed form to the HRO. These forms may be obtained from the Employer. An employee who initiates dues deduction and requests revocation of this deduction within the initial year, will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deduction went into effect. An employee, who completes the initial one-year period and requests revocation of Union dues deduction, will have the revocation take effect on the first pay period beginning on or after 1 March following submission of the request. Requests for revocation must be received by the HRO no later than three weeks preceding the first anniversary date or 1 March, as appropriate. The HRO shall promptly notify the Union of all such revocations received by transmitting a copy of the form.

**Section 6.** Any individual deduction for dues withholding shall be automatically terminated upon separation or transfer of the employee from the bargaining unit.

**Section 7.** The Union agrees to give prompt written notification to the Employer in the event an employee participating in the dues deduction program ceases for any reason to be a member in good standing of the Union in order that his allotment for dues be terminated.

**Section 8.** The Union shall be responsible for insuring that Standard Form No. 1187 is made available to the members and shall insure that the forms are properly completed and certified before transmitting them to the Employer. The Union recognizes its responsibility for seeing that its members are fully informed and educated concerning the program for payroll deduction of employees organization dues, its voluntary nature, and the uses and availability of the required form.

**Section 9.** The Union shall furnish the Employer, at the earliest practicable date, with a current listing containing the names and signatures of Union officials who are designated to certify Section A of Standard Form No. 1187 on his behalf. The Union shall be responsible for giving the Employer prompt written notification of any changes in this information and informing Union members of this change.

## **ARTICLE 23 SAFETY AND HEALTH**

**Section 1.** The Employer shall conform to and comply with applicable regulations requiring safe, healthy, and sanitary working conditions. The Union in turn will encourage all employees to work in a safe manner and to comply with all safety rules and practices.

**Section 2.** The Union and the Employer agree to establish a Shop Safety Committee comprised of representatives from the bargaining unit.

**Section 3.** No employee shall be required to work where conditions exist which are unsafe or detrimental to health without proper precautions, personal protective equipment and/or safety devices determined to be necessary by the Employer. All special clothing and/or equipment,

including safety shoes, which the Employer may require employees to use in connection with their assigned work, will be furnished and replaced at the expense of the Employer. It is the policy of the Employer to eliminate or reduce to the lowest level possible, all hazards, physical hardships, and working conditions of an unusually severe nature. Where such action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental differential is warranted. The basis for environmental differential pay will be in accordance with OPM guidelines as delineated in NAVSUPFLCPHINST 12500 series. The Employer, the employee, and the safety specialist share responsibility for identifying conditions warranting environmental pay.

a. When an employee performs work requiring the use of protective clothing and the employee's garment(s) is damaged because the clothing is inadequate, the Employer shall be responsible for reimbursing the employee for the reasonable value of the garment(s).

**Section 4.** Upon receipt of an employee initiated complaint, the Employer will ask the Safety Official to expeditiously conduct an investigation into the facts and circumstances which prompted the complaint, and to allow the appropriate steward the opportunity to accompany the Safety Official when he conducts his investigation.

**Section 5.** Employees who are assigned to an occupation or duty potentially hazardous to health will be given periodic medical examinations without cost to employees. The occupations or duties designated as potentially hazardous, and the frequency and types of examinations required, are maintained in the Enterprise Safety Application Management System (ESAMS).

**Section 6.** In the event an employee is injured or becomes ill on the job and requires immediate medical attention, the Employer will promptly arrange for medical treatment and insure that the employee is referred to a medical treatment center without delay.

a. The Federal Employees Compensation Act (FECA), as amended, provides compensation and medical benefits to civilian employees for disability caused by personal injuries sustained in the performance of duty, and for illnesses and diseases caused by conditions of employment. The Act is administered by the Department of Labor (DOL), Employment Standards Administration (ESA), Office of Workers' Compensation Program (OWCP). All claims by employees will be processed by the HRO, San Diego, and then referred to OWCP, San Francisco, for adjudication.

b. Employees must report all work-related injuries promptly and accurately to their immediate supervisor. It is the employee's responsibility to complete the necessary forms (provided by Employer) if they wish to file a claim. The claim forms may be completed by another employee or the supervisor, acting on behalf of the employee. The Employer will provide contact information for the FECA liaison if the employee has questions regarding his claim.

c. An employee injured during the performance of official duty may claim damages from the United States for the effects of the injury only under the FECA. Benefits provided by the Act constitutes the exclusive remedy against the United States government for job-related injuries or deaths.

**Section 7.** Should an employee be medically certified by competent medical authority as temporarily incapacitated by an occupational injury or illness for the full performance of the duties of his position, the Employer will assign the employee to a position within his temporary medical limitations for which the employee is qualified. It is understood that temporary assignment to a "light duty" position is contingent upon the availability of such a position. Further, the Employer agrees to give strong consideration to temporarily assigning employees in the condition described above to unallocated duties within their medical limitations.

## **ARTICLE 24 PUBLICITY**

**Section 1.** The Employer agrees to provide unofficial bulletin board space no larger than 18" X 24" for the exclusive use of the Union for posting of Union literature. The bulletin board space will only be offered in areas occupied by bargaining unit members. The Union is responsible for posting and removal of literature. Such literature must not violate any law, this AGREEMENT, the security of the activity, or contain language that is offensive or defamatory. The Union bears sole responsibility for the content of material posted.

**Section 2.** The Union will be allowed to distribute literature to the employees in the Unit, provided the literature is distributed during non-duty hours. The Union may utilize the Center Relay, on space available basis, for publicizing information that complies with applicable regulations. Items to be published will be submitted to the Employer's Executive Director for approval and release to the Center Relay.

## **ARTICLE 25 GENERAL PROVISIONS**

**Section 1.** The parties agree to the principles of EEO, and further pledge to actively insure that employees are not discriminated against because of race, religion, color, national origin, age, sex, or physical or mental handicap in matters coming within the authority or responsibility of the respective parties.

**Section 2.** It is mutually understood that all persons (including supervisors and stewards, but not limited thereto) involved in labor-management relations should assert themselves in a temperate and reasonable manner in their mutual dealings and will assume responsibility for conforming to appropriate standards of personal conduct.

**Section 3.** Nothing in this AGREEMENT shall be construed as a bar to any rights the employee would otherwise be entitled to in the absence of such AGREEMENT, including the right to bring matters of personal concern to the attention of their Congressional and other legislative representatives.

**Section 4.** Informal Complaint Process. This section sets forth the procedures for processing complaints to agencies other than the Employer, related to unfair labor practice (ULP) charges, Occupational Safety and Health Act (OSHA) complaints, classification appeals, Government Accountability Office (GAO) complaints, etc., before such complaints are formally filed. The

expressed intent of the parties is to facilitate informal discussion concerning potential complaints and to enhance the possibility of informal resolution. To this end, the parties agree to the following informal process:

a. Should either party believe that the other party has committed an ULP or other action that may warrant the filing of a complaint with an outside agency, that party shall notify the other party of the potential violation(s). The notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violation(s) of any law, rule and/or regulation and any other supporting documentation. The party so served shall have five (5) work days from the date the informal complaint was received to investigate the matter and allegation(s). The parties shall have an additional five (5) work days in which to attempt to resolve the matter. If the matter is not resolved after the expiration of the five (5) day period, the charging party may proceed to file the complaint with the appropriate agency. For the purpose of this section, service will be made to the HRO Labor Advisor or the Union Business Manager, personally or by registered/certified mail, return receipt requested. The parties agree to provide courtesy notification of formal filing.

**Section 5.** Contracting Out. Prior to conducting formal studies concerning work performed by bargaining unit employees which may lead to contracting out the work, the Employer will notify the Union. The Union will have the opportunity to comment during the study. As updates become available, the Union will be provided the status of the effort or changes. The Employer agrees to notify the Union as soon as the formal study is completed and allow the Union to review any releasable information related to the study results.

a. In the event the Employer decides to contract out, the Employer will notify the Union and afford the Union the opportunity to bargain on the impact and implementation of the decision, as related to the conditions of employment of affected employees.

b. The Employer agrees to follow applicable laws to minimize the impact on employees when a decision to contract out is made.

**Section 6.** The Employer agrees to furnish the Union, upon request, an alphabetical listing of bargaining unit employees showing the names, grades, occupational series and organizational symbols at least once a year.

**Section 7.** The Employer agrees to notify the Union as soon as possible when information is received that an official wage survey has been directed or authorized. Reasonable allowed time may be authorized to stewards or chief stewards who are selected to serve as data collectors.

**Section 8.** The Employer agrees to notify the employee and the Union when any change to an employee's current position description (PD) may result in a change to pay or grade or changes a condition of employment. Regardless of changes to employees' PDs, the Employer, preferably the immediate supervisor, should have periodic discussions with each employee to ensure that PDs are maintained accurately. Employees will be assigned work consistent with their PDs. Dissatisfaction regarding content or classification of positions will be resolved in accordance

with applicable regulations, directives and instructions. The Employer will advise employees on the procedural aspects of filing positions classification appeals and grievances.

**Section 9.** The administration of performance appraisals is governed by NAVSUPFLCPHINST 12430 series. It provides a step-by-step template for development of plans, ratings, definitions, responsibilities, records maintenance, and appeals and grievances. Supervisors are required to conduct one or more progress reviews with employees and a summary of rating at the end of the performance period. The progress reviews and summary rating should be done face-to-face except when employees work remotely. Employees are encouraged to participate in development of plans.

## **ARTICLE 26 DURATION AND CHANGE OF AGREEMENT**

**Section 1.** This AGREEMENT shall become effective only after ratification by members of the Union who are bargaining unit employees, signing by representatives of both parties, and approval by the DOD. This AGREEMENT will become effective on the date of DOD approval or on the 31st day after execution by the parties, whichever is sooner, and remain in full force and effect for a period of three (3) years subsequent to the effective date except that it shall terminate automatically on any date on which it is determined that the Union is no longer entitled to exclusive recognition under 5 USC. On the request of either party, representatives of Employer and the Union shall meet to commence negotiation of a new AGREEMENT on a mutually agreeable date between the 105th and 60th days, inclusive, prior to the expiration date of this AGREEMENT. If the new AGREEMENT has not been concluded prior to such expiration date, this AGREEMENT may be continued for a specified period of time to be agreed upon. Such continuance would be with the mutual consent of both parties and subject to approval by the DOD.

**Section 2.** If this AGREEMENT expires and the parties do not enter into negotiations for a new AGREEMENT, this AGREEMENT will remain in full force and effect for successive periods of one year, subject to DOD approval, unless either party notifies the other in writing at least ninety (90) calendar days prior to the next anniversary of the effective date of that party's intention to renegotiate a new AGREEMENT. When either party requests to negotiate a new AGREEMENT, the provisions of this AGREEMENT shall remain in full force and effect until a new AGREEMENT becomes effective, except for any provisions which may be contrary to any law, regulation, or executive order.

**Section 3.** Amendments to this AGREEMENT may be negotiated by mutual agreement of both parties any time after it has been in effect for a period of six (6) months. Requests for such amendments by either party must be in writing and must include a summary of the amendments proposed and reasons therefor. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the request. If the parties agree to a reopening of the AGREEMENT, they shall proceed to negotiate on the proposed amendments.

**Section 4.** This AGREEMENT shall be reopened for amendment upon the written request of either party made within thirty (30) calendar days after receipt by the requesting party of any

change required by applicable law or any order, instruction or regulation of the OPM, DOD, DON, or other higher authority, which alters the discretionary authority of the Activity Head with regard to any item specifically covered by this AGREEMENT. The written request shall include a summary of the changes proposed and shall include reference upon which the request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to commence negotiations.

**Section 5.** Any amendments to this AGREEMENT agreed to by the parties will be in writing and duly executed by both parties. Such amendments will become effective upon approval by DOD or 31 days after execution of the amendments, whichever comes first.

## NAVSUP FLCPH and MTC Grievance Form

1. Employee's Name:		2. Phone:
3. Department:	4. Code:	5. Building No:
6. Name of Representative:		7. Phone:

**STEP 1:**

7. Statement of Grievance *(Be Specific)*:

8. Alleged Article/s and Section/s Violation and How They Were Violated:

9. Resolution / Relief Desired:

10. Employee Signature and Date:	11. Representative Signature and Date:
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12. Acknowledgement of Receipt: <i>(Management Name and Signature)</i>	13. Code	14. Date:
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*(Comments may be continued on reverse side or on an attached page.)*

15: Additional comments from front side:

16: Check box as appropriate

- Management reply accepted, grievance resolved. (See attached Management reply.)
- Management reply reject by grievant. (See attached Management reply and next step grievance memo.)

**Grievance Tracking:**

17. 1st Step .....	a From date:	b. To Date:
18. 2nd Step .....	a From date:	b. To Date:
19. Arbitration .....	a From date:	b. To Date: