

## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE</b>
	PREAMBLE	2
ARTICLE 1	Recognition and Unit Designation	3
ARTICLE 2	Provisions of Law and Regulations	3
ARTICLE 3	Matters Appropriate for Negotiation	3
ARTICLE 4	Rights of the Employer	4
ARTICLE 5	Rights of Employees	5
ARTICLE 6	Rights and Obligations of the Union	6
ARTICLE 7	Union Representation	6
ARTICLE 8	Performance Ratings	7
ARTICLE 9	Basic Workweek	8
ARTICLE 10	Hours of Work	10
ARTICLE 11	Overtime	11
ARTICLE 12	Wage Information	13
ARTICLE 13	Annual Leave	14
ARTICLE 14	Sick Leave	15
ARTICLE 15	Other Leave	16
ARTICLE 16	Filling Manpower Requirements	17
ARTICLE 17	Job Descriptions and Ratings	18
ARTICLE 18	Reduction-In-Force	19
ARTICLE 19	Training	21
ARTICLE 20	Safety, Health and Welfare	21
ARTICLE 21	Publicity, Facilities, Resources and Equipment	22
ARTICLE 22	Publicizing the Agreement	22
ARTICLE 23	Voluntary Allotment of Dues	22
ARTICLE 24	Travel	24
ARTICLE 25	Parking	26
ARTICLE 26	Equal Employment Opportunity	26
ARTICLE 27	Civilian Employee Assistance Program	27
ARTICLE 28	Disciplinary Actions	28
ARTICLE 30	Adverse Actions	28
ARTICLE 30	Negotiated Grievance Procedure	29
ARTICLE 31	Arbitration	31
ARTICLE 32	Cost Reduction and Productivity Initiatives	32
ARTICLE 33	Reduced Operations or Shutdown	32
ARTICLE 34	Acting Supervisor Assignments	33
ARTICLE 35	Duration, Changes and Effective Date	34
APPENDIX A	Request for Official Time	35
APPENDIX B	Employee Absences for Court or Court-Related Services	36
APPENDIX C	Record of Verbal Counseling	37
APPENDIX D	General Grievance Flowchart	38
APPENDIX E	Rating of Ineligible Grievance Flowchart	39
APPENDIX F	Contract Grievance Flowchart	40
	Signature Page and Effective Date	41

## **PREAMBLE**

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 (Public Law 95-454) regarding Federal Labor-Management Relations (Title VII), hereinafter referred to as the STATUTE or ACT, the following articles of this basic agreement, together with any and all written supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Fleet Readiness Center Southeast, Naval Air Station, Jacksonville, Florida hereinafter referred to as the Employer and the National Association of Aeronautical Examiners, Local Number 3, hereinafter referred to as the Union, for the Employees in the unit described in ARTICLE 1, hereinafter referred to as the Employees.

The Parties recognize 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 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. Therefore, the Parties recognize that labor organizations and collective bargaining in the civil service are in the public interest.

The Parties further recognize the purpose of this Agreement is to prescribe certain rights and obligations of the Employees to the Employer, and to establish procedures which are designed to meet special requirements and needs of the Employer. Such provisions should be interpreted in a manner consistent with the requirements of an effective and efficient Employer.

In recognition of the respective rights and obligations of the Parties, the Union, and the Employer, intending to be covered thereby, agree as follows:

**ARTICLE 1**  
**RECOGNITION AND UNIT DESIGNATION**

Section 1. The Employer recognizes that the Union is the exclusive representative of all Employees in the Unit as defined in Section 2 below.

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

INCLUDED: All nonsupervisory ungraded Aircraft/Engine Examiners who are employed by the Fleet Readiness Center Southeast, Jacksonville, Florida.

EXCLUDED: Professional Employees, management officials, supervisors and other Employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

**ARTICLE 2**  
**PROVISIONS OF LAW AND REGULATIONS**

Section 1. In the administration of all matters covered by this Agreement, officials and Employees are governed by laws and regulations of appropriate government authorities, including applicable policies set forth in the Federal Personnel Manual; by published Department of Defense and Navy Department policies and regulations in existence at the time this Agreement is approved by the Department of Defense and subsequently published policies and regulations required by law; the future regulations of the Department of Defense and Department of the Navy not in conflict with the terms and conditions of this Agreement and for which there is no obligation to bargain in accordance with 5 USC 7117.

Section 2. It is agreed that provisions of this Agreement will supersede prior or existing practices, policies, or instructions which are within the authority and discretion of the Employer to the extent that such practices, policies, or instructions conflict with the terms of this Agreement.

Section 3. Management agrees that Fleet Readiness Center Southeast, Jacksonville, in accordance with the labor organizations holding exclusive representational rights, shall seek to involve Employees through their labor representatives with a partnership spirit for the purpose of establishing a sound labor-management relationship as envisioned by the Federal Service Labor Management Relations Statute. Unless otherwise agreed, the rights of the exclusive bargaining unit as spelled out in their collective bargaining agreement will have precedence over the partnership objectives.

Section 4. Whenever language in this agreement refers to specific duties and responsibilities of specific persons, it is intended only to provide a guide as to how union and management may handle the situation.

**ARTICLE 3**  
**MATTERS APPROPRIATE FOR NEGOTIATION**

Section 1. The Employer and the Union shall meet at reasonable times during the term of this Agreement and negotiate in good faith with respect to Employer-originated changes concerning personnel policy, practices, and matters affecting the conditions of employment of Unit Employees; to the extent required by applicable law, rule, regulation, and the terms of this Agreement.

Section 2. The term "negotiate" for purposes of this Agreement shall mean the process whereby the Union and the Employer meet and confer in good faith, with the object in mind of reaching mutual agreement regarding the Employer's proposed implementation of a change to existing personnel policy, practices and conditions of employment to the extent that such changes are negotiable as specified by applicable law, rule, or regulations of higher authority.

Section 3. Procedures: Prior to the Employer implementing a new policy or a change to existing personnel policy, practice, or conditions of employment, the following steps shall occur:

Step 1. The Employer shall notify the Union, in writing, that the Employer intends to make a proposed change and will advise the Union of the proposed implementation date. The Union shall acknowledge written receipt of the Employer's notification.

Step 2. Within 15 calendar days after the Union's receipt of the notification provided in Step 1 above, the Union, if it desires to negotiate the proposed change, shall submit a written notification to the Employer to that effect and attach its written proposal(s) for the Employer's consideration. The Employer shall acknowledge written receipt of the Union's notification and proposal(s).

Step 3. Upon receipt of the Union's request to negotiate and its written proposal(s), the Employer shall meet with the Union within five working days to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

Step 4. Upon reaching mutual agreement, the understanding reached shall be reduced to writing and duly executed by an authorized representative of the Employer and Union. In the event that, after good faith and diligent efforts on the part of the Union and the Employer, mutual agreement cannot be reached, either the Employer or the Union may declare that an impasse has occurred. In the event this should occur, the declaring party shall take all necessary and proper written action to resolve the impasse in accordance with governing law, rule, and regulations. It is agreed and understood that in the event the Union declares the impasse the Employer may implement its last best offer pending formal resolution of the impasse provided the Union is given 5 workdays notice. However, it is also understood that the Employer's implementation may require modification in the event that the Employer is directed to do so by the Federal Services Impasse Panel.

Section 4. It is agreed and understood by the Union and the Employer, that the terms of this Agreement will automatically rescind any personnel policy, practice, or written understandings between the Employer and the Union which were in existence prior to the date this Agreement is approved by the Department of Defense; to the extent that the prior policy, practice, or written understanding is in conflict with the terms and conditions expressed within this Agreement.

#### **ARTICLE 4** **RIGHTS OF THE EMPLOYER**

Section 1. The Employer retains the right and authority--

To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer and,

a. In accordance with applicable laws--

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

- (1) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted:
- (2) With respect to filling positions, to make selections for appointment from--
  - (a) Among properly ranked and certified candidates for promotion; or
  - (b) Any other appropriate source; and
- (3) To take whatever actions that may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article.

Section 3. Nothing in this Article shall preclude the parties from negotiating, at the election of the Employer, on the numbers, types, and grades of Employees or position assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

## **ARTICLE 5** **RIGHTS OF EMPLOYEES**

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 in the ACT, included is 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 heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through Union representatives chosen by Employees.

Section 2. The parties agree to ensure that Employees are apprised of the rights and privileges provided in the ACT and that no interference, restraint, coercion, or discrimination is practiced within the Unit to encourage or discourage membership in any labor organization. The Employer agrees that personnel policies and practices, to include the provisions of this Agreement, shall be applied fairly and equitably to Employees.

Section 3. A representative of the Union shall be authorized 15 minutes of official duty time for the purpose of indoctrinating new bargaining unit Employees and providing them training to access the Agreement on the Employer's website. Release of the Union's representative for such purpose shall be as soon as workload considerations permit.

Section 4. A bargaining unit Employee shall not be treated differently with respect to his/her rights and entitlements solely as a result of his/her participation or non-participation in an Employer-endorsed charity drive.

**ARTICLE 6**  
**RIGHTS AND OBLIGATIONS OF THE UNION**

Section 1. The Union shall have the right and obligation to represent the interests of all Unit Employees concerning the administration of this Agreement, without discrimination and without regard to Union membership.

Section 2. The Union reserves the right to restrict its representation to members of the Union under the following circumstances:

- a. Appeals before the Merit System Protection Board.
- b. Appeals under the Workers' Compensation Act.
- c. Appeals under the Workers' Unemployment Compensation Act.
- d. Appeals to the Federal District or other appropriate courts.

All other litigation forums not covered by the negotiated grievance procedure contained in this Agreement.

It is understood that the Employer shall not authorize official duty time to Union representatives for the purpose of such representatives participating in any of the above forums.

Section 3. The Union shall be given the opportunity to be represented at--

- a. Any formal discussion between one or more representatives of the agency and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

Any examination of an Employee in the Unit by a representative of the agency in connection with an investigation if--

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

The Employee requests representation.

A Unit Employee will be advised of the purpose of the examination.

Section 4. When the Union is representing a Unit Employee with regard to an examination described in Section 2.b. above, it is understood that the Union's representative may confer with the Employee during the examination and at the appropriate time make the Union's views known. It is understood that the presence of a Union representative during the examination does not in any fashion lessen the Employee's obligation to cooperate and participate in the examination to the best of his/her ability.

Section 5. The Employer agrees to furnish the Union and maintain on a current basis, a copy of Employer originated personnel policies to the extent that such policy issuances are applicable to bargaining Unit Employees. In addition, the Employer agrees to provide the Union upon request access to published personnel policy issued by higher authority to the extent that such policy is applicable to Unit Employees and is reasonably available to the Employer.

Section 6. The Employer agrees to furnish the Union, on 15 January and 15 July of each calendar year this Agreement is in effect, a current listing of all Unit Employees employed as of the pay period immediately preceding 15 January and 15 July. The listing shall contain the first name, middle initial, and last name of each Employee. Further, the list shall contain the title, code, grade, and permanent organizational code for each Employee.

## ARTICLE 7

### UNION REPRESENTATION

Section 1. The Employer will recognize the duly elected officers of the Union to the extent expressly provided for under the terms and conditions of this Agreement.

Section 2. The Employer shall recognize six bargaining unit Employees appointed by the Union three of which shall serve as the Union's primary representatives in all matters pertaining to the administration of this Agreement and three individuals shall serve as the Union's alternate representatives who shall serve only in the absence of a primary representative. The Union agrees to provide the Employer in writing and maintain on a current basis, the name and Union title of each officer and Union representative and alternate. The Employer agrees to recognize only those individuals who are duly designated by the Union.

Section 3. The Employer shall authorize a reasonable amount of official duty time for the purpose of the Union's primary representatives or alternates to engage in representational activities.

To negotiate with the Employer.

- a. To represent a Unit Employee or act as the Union's representative during the investigation, preparation and presentation of a grievance or dispute in accordance with the procedures outlined in the Negotiated Grievance Procedure and Arbitration.
- b. To enter into a discussion with a representative(s) of the Employer with respect to matters affecting the conditions of employment of Unit Employees.
- c. To attend an examination of a Unit Employee as set forth in Article 6, Sections 3 and 4.
- d. To enter into a problem resolving discussion with a Unit Employee with respect to matters affecting the Employee's working conditions.
- e. To prepare Union proposals for matters to be negotiated with the Employer during the term of this Agreement.

Time authorized will be contingent upon workload considerations, the extent that such time falls within the representative's normal duty time and dependent upon the Union representative providing the Employer written notification as specified in Section 4 below.

Section 4. A duly appointed Union Representative or alternate desiring to leave the work area shall notify his/her supervisor or designee by properly completing and submitting an authorization form ([Appendix A](#)) prior to the Representative leaving his/her work area.

Section 5. The Employer shall give prompt attention to the Union Representative's request for use of official duty time. If the absence is authorized by the terms of this Agreement, the Representative will be released unless a determination is made that a reasonable delay is necessary due to workload considerations.

Section 6. Prior to entering a work area of another supervisor, the Union Representative or alternate shall contact the supervisor involved and make prior mutually acceptable arrangements for the Representative to enter the work area for purposes of conducting representational business in accordance with the terms of this Agreement. The Employer shall give prompt attention to the request and make arrangements consistent with workload considerations. Upon completion of the Representative's business, the Representative will promptly report his/her return to his/her normal duties to his/her immediate supervisor or other authorized individual.

Section 7. Subject to applicable security and safety regulations, the Employer will make necessary arrangements for authorized Union representative who are not Employees of the Employer to visit the Employer's premises at reasonable times on appropriate business. Requests for admission of such representatives shall be made in advance to the Employer's primary point of contact.

Section 8. The Employer will give due consideration, when requested, for the use of Employer's facilities for the conduct of appropriate Union business.

Section 9. The Employer agrees to provide the Union office space and furnishings to conduct union business and maintain records and references. Furnishings will include, as a minimum, a desk, table, chairs, and telephone with outside line. The Union office shall be provided with locks to afford security against theft and to allow privacy for meetings and member counseling. A telephone shall be provided to conduct official Union business under the Statute. The use of DSN is authorized for official Union business under the Statute.

Section 10. It is agreed that Union Representatives may meet quarterly with the Commanding Officer or his authorized representative at the request of the Employer or the Union, in which case the Union and the Employer shall exchange agendas at least five working days prior to the scheduled meeting date.

Section 11. The Union may request, and the Employer will subject to workload considerations, approve up to 144 hours excused absence each fiscal year to permit Union Representatives to attend Union sponsored training provided:

- a. The training provided is within the scope of the ACT.
- b. The training is of mutual concern to the Union and the Employer and is not connected in any way with the internal business of the Union.
- c. The Employer's interest will be served by the Employee's attendance. Normally not more than 24 hours of such leave will be provided to any single individual each fiscal year. Requests for exception to this 24 hour limitation will be favorably considered by the Employer provided the Union provides a reasonable basis for the exception.
- d. Requests for such excusal will be made in writing at least 5 workdays in advance of the absence to the Commanding Officer. The request will furnish full information about the content of the training.

## **ARTICLE 8** **PERFORMANCE RATINGS**

Section 1. The Union and the Employer agree that performance standards should be designed to recognize professional performance and to improve Employees' work through a fair appraisal of their performance. In giving performance ratings, the supervisor shall apply objective standards fairly to all Employees in similar positions. This Article provides for the appraisal by the Employer of the performance of duties and responsibilities by Employees in accordance with applicable law and regulations. The results of performance appraisals will be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing Employees.

Section 2. Before or at the beginning of the regular appraisal period, the Employer shall provide to a Unit Employee a copy of the performance appraisal form containing performance elements and standards. At this time, the Employee shall be given the opportunity to discuss all elements

of the performance standards with the Employer, and to provide feedback concerning the elements or their application. Employees shall sign and date the form to indicate that they have been informed of the elements and standards applicable to their position.

Section 3. The appraiser shall furnish a copy of the appraisal to the Employee and offer to discuss the appraisal with the Employee prior to forwarding to the Human Resources Office. The Employee shall certify that the appraisal has been shown to the Employee by signing in the space provided for this purpose on the appraisal form. The Employee's signature shall not be taken to mean that the Employee agrees with any of the information or that the Employee forfeits any rights of review or rights to grieve.

Section 4. During the appraisal period, the following reviews apply:

- a. A progress review will be held approximately halfway through the appraisal period. Progress reviews will be held when performance on any element is considered unacceptable. These reviews will be documented on the appraisal form.
- b. A special review will be held when performance elements and/or standards are modified or changed.

Section 5. When, during a progress or special review, the appraiser indicates to the Employee that the Employee's performance is unacceptable, the appraiser will initiate action to assist the Employee in improving performance. This action may include, but is not limited to, counseling, training, or setting short-term goals. Such action will be pursued prior to initiating adverse action.

Section 6. Within-grade increases will be granted in accordance with regulations for an overall appraisal rating of acceptable. A rating of unacceptable in any critical element will be cause for denial of a within-grade increase.

Section 7. An Employee's current and past performance ratings may be inspected by the Employee and/or a Union Representative when authorized in writing by the Employee or when it is necessary for the Union to process a grievance on behalf of any Employee when such information is relevant and necessary

Section 8. Upon request, the Union will be provided copies of performance standards for Employees and all changes thereto.

Section 9. Any decision that changes a rating requires the correcting of all records of the rating and reconsideration of any actions taken or withheld on the basis of the original rating.

Section 10. Recognizing that Employees often serve under more than one supervisor during the rating period, the Employer will assure that these supervisors have input into the Employee's rating as outlined in appropriate regulations.

## **ARTICLE 9** **BASIC WORKWEEK**

Section 1. The regular basic workweek for full-time Employees consists of 5 consecutive 8 hour days, excluding 30 minute non-paid lunch period, which is scheduled Monday through Friday.

Section 2. The Employer recognizes that any change in the designation of workdays constituting the basic workweek of Unit Employees requires that the Union be advised of the proposed change(s) in accordance with the procedures outlined in Article 3 of this Agreement. The

Employer agrees that the days of the basic workweek of Unit Employees will not be changed unless there are workload considerations or cost factors which necessitate such change.

**ARTICLE 10**  
**HOURS OF WORK**

Section 1. Consistent with the Code of Federal Regulations, an Employee will be given notice of a change in workdays or basic hours of duty in a workweek as soon as possible but no later than prior to the administrative workweek during which the change is to occur.

Section 2. Duty hours for Employees will be as follows:

"A" shift		"B" shift		"C" shift
0600-1430		1430-2300		2130-0600

Exceptions to the normal duty hours will be as follows:

Workload considerations permitting, Employees with special requirements (e.g., carpooling, health, child care) will be permitted to change their duty hours. Such requests will be made to the immediate supervisor. It is agreed that such requests will not be denied arbitrarily.

Consistent with command policy and considering the requirements of the organization, the supervisor may authorize unit Employees to start/end work shifts thirty (30) minutes early/late for support of production. An additional 15 minutes may be allowed for shift passdown.

When the Employer determines that different duty hours are required for more effective mission accomplishment, first consideration will be given to Employees who volunteer for such duty.

Section 3. It is understood that each Employee shall be at his/her job site or work area ready to work at the scheduled time of the shift and shall remain at the job site or work area during duty hours unless excused or directed otherwise by the supervisor. Abuse of this understanding may result in the Employer requiring the Employee to transact attendance.

Section 4. When a continuous night shift exists, the normal tour will be 6 weeks. The Employer agrees to post a timeline of scheduled shift rotations for each Branch for each calendar year. The timeline will be posted by 1 July for the next fiscal year. The selection of Employees for night shifts shall be subject to the provisions below:

- a. The night shift will be staffed by qualified and able volunteers within a primary work center, if available, to the greatest extent possible. The remainder of the shift will be staffed by rotational assignments, based on least senior service computation date first. Volunteers will normally remain on the night shift subject to the provisions of this Article.
- b. In situations where the number of qualified volunteers within a primary work center exceeds the number required, volunteers will be selected based upon seniority as determined by their service computation date.

Having served as a volunteer on a night shift does not relieve an Employee from rotational assignment to the night shift when volunteers are not available. However, such assignments will normally be made after the Employee has been assigned to the day shift. There may be instances where a volunteer to the night shift is next on the rotational list for assignment to the night shift at the next shift change and no volunteers are available. When such instances occur, the Employee will be required to take his or her regularly scheduled rotational turn on the night shift

without returning to the day shift first. An Employee's name shall remain at the top of the shift rotation roster until the Employee is assigned to a normal night shift tour. If a night shift volunteer has remained on nights for 18 weeks or more, he/she will be placed on the bottom of the rotation roster.

Any Employee remaining on the night shift for 48 consecutive weeks can only be displaced by a volunteer in the primary work center with an earlier service computation date.

Regardless of time spent on night shift, a decrease in shop effectiveness attributable to a volunteer, less than satisfactory performance, or a current disciplinary action may be considered just cause for removal from, or prevention of assignment to, the night shift. The Employer will provide written notification to affected Employee and the Union who is reassigned from night shift for the above reasons.

An Employee volunteering for shift rotation or volunteering to remain on the night shift must notify his or her supervisor by the end of the third week of the current shift rotation period. The Employer agrees to notify Employees of shift rotation by the end of the fourth week of the rotation period.

Exceptions to the above shift assignments may be made only as follows:

(1) For short periods of time for training purposes, to attend grievance meetings, hearings, jury duty, or appeals, etc. Such periods of time shall be paid in accordance with applicable regulations.

For medical reasons, the Employee must provide medical documentation from a statelicensed physician or DoD medical officer which is consistent with the Code of Federal Regulations and states the request for the exception.

(2) For personal hardship reasons, the Employee must provide sufficient information to enable the Employer to make a prudent and reasonable judgment of the merits of the hardship.

(3) To pursue formal education, the Employee must provide a registration certificate and subsequent evidence of satisfactory progress including a certificate of completion or failure of a course or courses taken during the exemption period.

Exceptions to shift assignment will be based on workload considerations. All information/documentation required for exception to shift assignment will be provided by the Employee as specified above at the earliest possible date. The Employer will treat all information/documentation received from the Employee as confidential. All approved exceptions to the shift rotation will be reevaluated at negotiated intervals not to exceed six months. When excusal from a shift would create an undue burden on other Employees, the Employer may consider other reasonable alternatives such as reassignment.

Nothing in this section will preclude the Employer from making assignments of Employees to meet training or workload requirements.

## **ARTICLE 11** **OVERTIME**

**Section 1.** Employees who perform authorized overtime work will be paid in accordance with applicable law and regulations. Compensatory leave may be earned in lieu of overtime only if the Employee desires. Use of compensatory leave is subject to the same scheduling and approval

procedures as annual leave. If compensatory leave is not used within one year of being earned, it will be paid to the Employee as overtime at the rate of pay in effect at the time it was earned. Section 2. Employees who are called back to work, at a time outside of and unconnected with scheduled hours of work, to perform unscheduled overtime work, shall receive at least 2 hours call-back overtime pay, including any premium pay to which entitled, in accordance with applicable law and regulations. This provision applies whether or not 2 hours of work is performed.

Section 3. The Employer agrees that overtime will be distributed fairly and equitably among all Employees based on their primary assigned work center, individual qualifications (IQR), and the requirements necessary for support of the work center where the overtime is to be performed. (If an Employee is moved from the primary work center for more than 2 consecutive pay periods, the new work center will be considered as the primary work center for overtime purposes.) When the Employer determines that overtime is required, the order of selection and procedures for crediting overtime shall be as follows:

The Employer will give first consideration to qualified Employees of the primary work center where the overtime will be worked. The Employee with the least number of overtime hours recorded (and progressing upward) will be given the first opportunity to work. When two or more qualified Employees have the same number of overtime hours recorded, the Employee with the earliest SCD will be offered the overtime first. Overtime declined by an Employee will be credited as overtime worked for the purpose of determining equity of overtime distribution.

When a sufficient number of volunteers in the primary work center/shift is not available to work overtime, the Employer shall seek volunteers from other qualified Employees beginning with the Employee with the least number of overtime hours recorded (and progressing upward). If an Employee outside the primary work center/shift accepts the overtime offer, the Employee will be credited with the number of hours worked; however, a refusal will not be credited as overtime worked for the purpose of determining equity of overtime distribution. If there are no volunteers, the Employee from the primary work center/shift with the lowest overtime hours credited will be assigned to work.

Qualified Employees detailed/temporarily promoted out of the bargaining unit may be considered for overtime when the compelling needs of the production schedule dictate and if they are not otherwise scheduled/committed for overtime.

- a. Employees absent when overtime is being distributed and return to work the next day may be considered for overtime if workload requirements exist.
- b. If an Employee is scheduled for weekend or daily overtime and calls in on sick leave (nonFamily Friendly Leave Act (FFLA)) prior to or the day of overtime, the Employee may report for overtime if discussed and approved by the Employer. If an Employee calls in on other unscheduled leave, the Employee will inform the Employer if he/she will work the scheduled overtime. Employees should notify the Employer in accordance with Articles 13 and 14.
- c. Employees scheduled for extended leave shall be offered overtime in accordance with the above paragraphs but will not be charged with overtime worked if they refuse overtime which is offered during their planned extended leave period. It is understood that if the Employee accepts the overtime offered during the projected extended leave period, the Employee will withdraw the leave request.

Newly assigned unit Employees will assume the actual average of the Employees in the primary work center. Employees detailed/temporarily promoted out of the bargaining unit will assume

the actual average of the Employees in the work center upon return to the primary work center regardless of hours accumulated while away.

d. The number of overtime hours credited an Employee will not change due to shift rotation; credited hours will not be averaged.

Section 4. The Employer may upon reasonable request by an Employee relieve the Employee from the assignment if the assignment would result in an unreasonable hardship to the Employee and the Employer can find another Employee who is qualified, available and willing to work the assignment. The Employee relieved of the overtime assignment will be credited as having worked the overtime for the purpose of recording overtime, and it is agreed and understood that the Employee is not entitled to pay. The Employee who works the overtime will also be credited with overtime worked

Section 5. Records of overtime will be maintained by the Employer in a format mutually agreed upon by the Union and the Employer. The Union may request to review the overtime records when a question arises concerning the equitable distribution of overtime. Overtime totals will be zeroed out at the beginning of the first pay period after 1 October.

Section 6. Overtime earned while on TDY will be credited as overtime worked. Overtime earned while in a travel status will not be credited as overtime worked.

Section 7. Unless the Employer is reasonably precluded by circumstances, the Employer agrees to notify in advance Employees who may be required to work overtime.

a. Employees will be notified of scheduled weekend and following workweek overtime not later than 2 hours prior to the end of the Employee's shift on Thursday immediately preceding the overtime assignment.

b. In such cases, failure to provide above notice shall preclude an Employee from being credited with overtime hours if the Employee declines.

It is understood by the Employee and the Employer that due to the nature of the Employer's work commitment, advance notification of overtime assignments is not always possible.

## **ARTICLE 12** **WAGE INFORMATION**

Section 1. The Employer agrees to notify the Union of the date(s) of hearings held in connection with wage surveys.

Section 2. The Employer will notify the Union when a new wage schedule is posted on the HRO website.

Section 3. The Employer agrees to authorize a reasonable amount of official duty time to Unit Employees in a duty status for the purpose of making a presentation to the Local Wage Survey Committee in behalf of other Unit Employees. The Unit Employee(s) attending will be selected by the Union, and authorized by the Employer based upon location of hearing and workload requirements.

**ARTICLE 13**  
**ANNUAL LEAVE**

Section 1. Employees shall earn annual leave in accordance with applicable law and regulations. Approval of an Employee's request for accrued annual leave or compensatory time shall be granted subject to workload considerations.

Section 2. An Employee who is prevented from reporting to work because of an emergency shall furnish notice to the Employer by telephone or electronically normally within two hours after the beginning of the work shift. However, when this is not practical, the Employee will inform the Employer by expeditious means as soon as possible. When reporting, the Employee shall furnish the reason for the absence, the estimated duration of the absence and the type leave requested. Such notification will not in itself be the basis for approval or disapproval of leave. Upon return to duty, the Employee's request for annual leave, compensatory time or leave without pay will be considered on an individual case basis. The Employer will maintain a liberal leave policy in cases of emergency.

Section 3. Supervisory approval of an Employee's request for unscheduled accrued annual leave will ordinarily be granted, provided the supervisor has been personally provided the leave request by the Employee normally 4 hours in advance of the time the leave is to be taken in order to permit the supervisor to make an informed approval decision. (This does not automatically prevent a supervisor from approving unscheduled annual leave inside the 4-hour limit if informed approval is possible sooner.) As with scheduled annual leave, supervisory approval is contingent upon workload considerations.

Section 4. Unit Employees who desire to take one or more extended periods of annual leave for vacation purposes shall submit a Standard Form 71 "Application for Leave" to supervision for each period desired during the leave year. For purposes of this Agreement, extended leave is defined as 5 or more consecutive workdays which may include a holiday. The parties agree that it is in the best interest of all Employees, and particularly those who have use or lose annual leave, to schedule periods of extended leave by 1 April.

a. The Employer will develop a vacation schedule for extended leave from requests submitted by 1 April for use prior to 31 March of the following leave year. In the case where an excess number of Employees have requested the same vacation period, the Employees will be requested to resolve the matter among themselves within one workweek following notification by the Employer. If the affected Employees cannot resolve the matter, SCD shall be used to approve extended annual leave requested. The Employee with the earliest SCD will receive preference over an Employee with a later SCD.

All other requests for leave in the current leave year and used prior to 31 March of the following leave year shall be considered on a first come basis.

Extended leave scheduled before 1 April will be considered over non-extended leave requests.

Section 5. Use or lose annual leave must be scheduled in writing before the start of the third biweekly pay period prior to the end of the leave year in order to be considered for restoration in accordance with 5 CFR 630.308.

**ARTICLE 14**  
**SICK LEAVE**

Section 1. Employees shall accrue sick leave in accordance with applicable law and regulations.

Section 2. No Employee shall be disciplined based upon a record of earned, accrued, and approved sick leave. However, wrongful use of sick leave may result in disciplinary or adverse action even though such leave was previously approved. Employees shall be encouraged to conserve sick leave as insurance against loss of wages due to an extended illness. Further, it is understood that the purposes of sick leave policy provided by law is to protect earning in the event of incapacitation due to illness or injury. It is not intended that sick leave be used to augment other forms of leave.

Section 3. Sick leave, if due and accrued, shall be granted to Employees when they are incapacitated for the performance of duties by sickness, injury, pregnancy, and confinement; for medical, dental, or optical examination or treatment; when a member of the immediate family of the Employee is afflicted with a contagious disease and requires the attendance of the Employee; or when, through exposure to contagious disease, the presence of the Employee at the place of duty would jeopardize the health of others.

Section 4. Employees may use sick leave under the provisions of the Family Friendly Leave Act (FFLA) to care for the medical needs of a family member, for bereavement, or for adoption of a child. In the case of illness, the general rule is that Employees can use sick leave to care for family members who have conditions for which an Employee could use sick leave. Additional information on FFLA may be found at: <http://www.opm.gov/oca/leave/HTML/sickfam.htm>.

Section 5. Employees may use a total of up to 480 hours of sick leave each leave year to care for a family member with a serious health condition. Any sick leave used under FFLA must be deducted from the 480 hours.

Section 6. Under the provisions of the Family and Medical Leave Act (FMLA), Employees are entitled to a total of up to 480 hours of paid or unpaid leave during any 12-month period.

Additional information on FMLA may be found at <http://www.opm.gov/oca/leave/HTML/fmlafac2.htm>.

Section 7. An Employee who is prevented from reporting to work because of an incapacitating illness or injury shall furnish notice to the Employer by telephone or electronically normally within two hours after the beginning of the work shift. However, when this is not practical, the Employee will inform the Employer by expeditious means as soon as possible. The Employee will indicate what type of leave he/she is requesting, if other than sick leave, and will provide an estimated date of return. An Employee who is unable to return by the estimated date will notify the Employer as soon as that is known but in any case not later than two hours after the beginning of the normal shift on the date originally predicted. Except for emergencies, requests for sick leave for medical, dental, or optical examination or treatment shall be made as far in advance as possible and time granted shall not reasonably exceed that required for travel, examination, and treatment.

Section 8. Employees requesting sick leave for periods of one to three consecutive workdays normally will not be required to produce a medical certificate. Sick leave requests for periods of four to five consecutive workdays must ordinarily be supported by a medical certificate, to be submitted immediately upon the Employee's return to duty. If the Employee did not consult a physician, due to the remoteness of the Employee's residence, a shortage of physicians, or an illness which did not require the services of a physician, the Employee's signed statement

explaining the nature of the illness may be accepted. The Employee shall provide administratively acceptable evidence that one of the above conditions existed. Requests for sick leave in excess of five consecutive workdays must be supported by a medical certificate.

Section 9. It is agreed and understood that the Employer has the right to require an Employee to furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty on the following basis:

- a. There is specific evidence of sick leave abuse or a pattern of sick leave use established over a representative period of time and the Employee has been given a Letter of Requirement stating that he/she must furnish a medical certificate for each absence which he/she claims was due to illness. Such written notices will not be filed in the Employee's Official Personnel File (OPF). The supervisor will review at least semi-annually the sick leave record for each absence claimed due to incapacitation for duty. When such review reveals no additional specific evidence that the Employee has abused sick leave benefits during the review period, the Employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three continuous workdays or less.
- b. The Employee claims illness on the day that annual leave or LWOP has been previously denied or
- c. When there is reasonable basis for the Employer to conclude that the Employee is misrepresenting illness to avoid working on a nonworkday.

Section 10. An Employee who is released from duty on the advice of the Occupational Health Clinic shall not be required to furnish a medical certificate other than the required dispensary permit for that period of time. Subsequent days of absence shall be subject to the provisions of this Article and applicable regulations.

Section 11. Upon written request, advance sick leave may be granted by the Employer in accordance with the provisions of applicable law and regulations.

## **ARTICLE 15**

### **OTHER LEAVE**

Section 1. An Employee who serves as a juror or is subpoenaed as a witness will be granted leave in accordance with [Appendix B](#). Any fees received by the Employee will be retained or turned in to the Employer in accordance with [Appendix B](#).

Section 2. The Employer agrees to consider requests for leave without pay (LWOP) for Employees to pursue a program of study which will enhance their value to the Employer.

Section 3. Employees in LWOP status shall accrue all rights and privileges regarding service credit, retention rights during a reduction-in-force, retirement benefits, and coverage under Group Life and Federal Health Benefits Programs in accordance with applicable law and regulations. Additional information on LWOP, including the effects of LWOP on entitlements to or eligibility for certain Federal benefits, may be found in an OPM Fact Sheet at: <http://www.opm.gov/oca/leave/HTML/lwop.htm>

Section 4. Unit Employees who volunteer to donate blood to the Employer-approved Bloodmobile located on the premises shall be provided excused absence, subject to workload considerations, for the purpose of reporting directly to the Bloodmobile and returning immediately back to work after release by Bloodmobile officials. In the event an Employee

becomes incapacitated for duty as a result of the donation, the Employee will be granted accrued sick leave in accordance with the provisions contained in Article 14 of the Agreement.

Section 5. An Employee who is tardy for less than one hour or an Employee who needs to be absent from the assigned work for a period of less than one hour may be excused without charge to leave or loss of pay at the discretion of the immediate supervisor.

Section 6. Military leave will be granted to Employees in accordance with applicable laws and regulations. Additional information on military leave may be found in an OPM Fact Sheet at: <http://www.opm.gov/oca/leave/HTML/military.HTM>

## **ARTICLE 16**

### **FILLING MANPOWER REQUIREMENTS**

Section 1. All Unit Employees may submit applications for promotion as provided by merit staffing procedures. Promotions shall be made on the basis of qualifications and merit. Promotions which come within the scope of career programs (exception to the Merit Staffing Program) and mandatory placement actions will be made in accordance with applicable regulations.

Section 2. The automated staffing program, currently CHART, is the primary method for listing and filling vacancies.

The Parties agree that job opportunities will be posted electronically on the DoN website <https://chart.donhr.navy.mil>. As an aid to assist Employees in identifying specific jobs the Employer is considering filling through merit promotion, the Employer agrees to list such jobs on the Employer's website which is found at <https://intra1/hro>. The list will include the position title, series, grade, location, position description number, and whether the position is temporary or term. Supervisory jobs will be identified. The Employer agrees to offer current CHART training to Employees.

Section 3. The Union and the Employer agree that the following time frames will apply in detailing of Unit Employees:

- a. Details to positions at the same or lower level will be made in increments of 120 days and not to exceed one year.
- b. Details to higher graded positions will be limited to 120 days in a 365-day period for any Employee, pending action to fill the position via merit promotion procedures.
- c. Details to positions with known promotional potential are limited to 120 days or less in any 12-month period unless merit promotion procedures are used.
- d. Details to unclassified duties will be limited to one year.
- e. Details of 30 days or less do not require official documentation. Details of 30 days or more must be documented by generation of a Standard Form 52.

Section 4. The Employer is responsible for controlling the duration of details and assuring that the details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. The Employer will not assign an Employee to a detail with the intent to give that Employee a competitive advantage for an upcoming permanent promotion.

Section 5. When the Employer determines that a Selection Advisory Board (SAB) will be convened, the SAB will be conducted in accordance with the Employer's Supplement to Article 12335 of the HRO Personnel Guide (latest version).

Section 6. An Employee who was not selected for promotion will, upon request, be informed by a representative of the Employer ways in which the Employee can improve the possibility for advancement.

Section 7. Reassignment is the movement of an employee to another position for which he/she qualifies at the same grade level and with an equivalent target grade or equivalent band level, if applicable. When reassignment of an employee from one Unit position to another is required, the Employer will consider interested and qualified volunteers in making reassignment decisions.

## **ARTICLE 17** **JOB DESCRIPTIONS AND RATINGS**

Section 1. The Employer agrees to advise the Union when application of new or revised job grading standards will affect the title, series, or grade of Unit positions. In addition, the Union will be advised by the Employer in advance of any changes to job descriptions of Unit positions. The proposed changes will be forwarded to the Union for comments and, if requested, will be discussed with the Union. Comments, if any, will be considered prior to change.

Section 2. An Employee, who believes that the title, series, or grade of the Employee's job is incorrect, may discuss the matter with the supervisor. If the Employee is not satisfied after discussion with the supervisor, the Employee may submit a written request for further review of the matter to the Competency Director/designee. If the Employee is not satisfied after this discussion and review of the matter, a written request for further review of the matter may be submitted via the supervisor to the Civilian Personnel/ Manpower Division of the Human Resources Department. In requesting the review and discussion with supervisors and with personnel of the Civilian Personnel/Manpower Division, the Employee has the right to request and be accompanied by a Union Representative. This right to representation does not extend to an audit of the Employee's job conducted by a representative of the Civilian Personnel/ Manpower Division. The Civilian Personnel/Manpower Division will make the review which may include a discussion with the Employee and will furnish the Employee with a written decision via the supervisor. An Employee who is not satisfied with the decision of the Civilian Personnel/Manpower Division may exercise the right of appeal, first utilizing the Department of the Navy's appeal system. The appeal shall be made by official letter via the Commanding Officer. The letter must contain the following:

- a. Identification of the position by job description number, department, division, shop, or unit;
- b. Identification of the present title, series, and grade; and
- c. The reasons for belief that the position is erroneously classified and the desired classification.

The Employer will grant a reasonable period of time (normally not in excess of four hours) for the appellant and/or designated representative to prepare the written appeal. If the appellant designates a representative, the appeal case must include a signed statement from the appellant specifically designating the representative. The Employee may file an appeal with the Office of Personnel Management (OPM) only after the Department of the Navy has issued its decision.

Section 3. The Employer agrees that Employees will be assured freedom from restraint, interference, coercion, or reprisal in submitting appeals.

Section 4. The classification of Unit positions will be conducted in accordance with applicable law and regulations.

Section 5. The Employee's current job description may be obtained from the Employer's website (<http://intra1.nadix.navy.mil/>)

Section 6. A complaint by an Employee concerning the accuracy of the Employee's job description will be resolved under the negotiated grievance procedure contained in this Agreement.

## **ARTICLE 18** **REDUCTION-IN-FORCE**

Section 1. All reduction-in-force actions shall be accomplished in compliance with existing law, rules, and regulations, including the Priority Placement Program.

Section 2. The Employer agrees to notify the Union when there is a change in the number of Unit positions being abolished.

Section 3. The Employer agrees to notify the Union of reduction-in-force actions as soon as the information can be released, at which time the Union may present its views and recommendations concerning the implementation of such reduction-in-force actions. The Employer shall provide all necessary background information concerning the reduction-in-force.

Section 4. As a part of pre-RIF placement efforts to minimize the need for a reduction-in-force, the Employer may at its discretion, without use of RIF procedures, reassign a Unit Employee or permit a voluntary change to lower grade to a vacant position for which the Employee does not meet minimum qualification requirements, when the Employer determines the Employee has the capacity, adaptability and special skills needed to perform the duties of the position. It is understood that such actions must be in accordance with applicable law and regulations.

Section 5. NOTICE PERIOD: RIF notices will be issued in accordance with 5 CFR 351.801. ([www.access.gpo.gov/nara/cfr/waisidx\\_03/5cfr351\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/5cfr351_03.html))

Section 6. It is understood that in accordance with regulations a RIF notice is a written communication from the Employer to an individual Employee announcing that she/he will be (or may be, if a general RIF notice is issued) affected by a RIF action. A RIF notice may be specific or general. A specific notice in accordance with regulations must contain but is not limited to the following information:

- a. The specific RIF action to be taken.
- b. The effective date of the action.
- c. The Employee's competitive area, competitive level, subgroup, service date, and the three most recent ratings of record received during the last 4 years.
- d. The place where the Employee may inspect the regulations and records pertinent to his/her case.
- e. The Employee's appeal or grievance rights.

Section 7. The Employer agrees the Employees may be represented by the Union during all phases of the reduction-in-force action including briefings, counseling and meetings.

Section 8. Placement Programs: Employees adversely affected in a RIF are registered in a variety of placement programs, including:

- a. DoD Priority Placement Program (PPP). Also referred to as the "Stopper List", the PPP is a DoD wide program for placement of Employees. The PPP is generally recognized as the most effective placement program in the Federal Government.
- b. Displaced Employee Program. This program is operated by the Office of Personnel Management (OPM) to assist career and career-conditional Employees who are separated through RIF. The system allows for priority referral of registrants to agencies which are recruiting through OPM.
- c. Career and career-conditional Employees separated by reduction-in-force action will be placed on the Reemployment Priority List for all positions for which qualified and available as indicated by them to the EMPLOYER in writing. The names of such persons will be placed on the list in priority order by retention groups and subgroups as required by law and regulation. All such former Employees will be given consideration for rehiring in temporary and permanent positions for which qualified in accordance with the DoD Priority Placement Programs Operations Manual. It is understood that acceptance of a temporary appointment will not alter the former Employee's right to be considered for permanent employment.

Section 9. Severance Pay. Permanent Employees who are involuntarily separated by RIF are entitled to severance pay if they have more than one year of civilian service and are not eligible for an immediate annuity. "Immediate Annuity" means optional, discontinued service, or early retirement, or retirement or retainer from military service. The amount of severance pay is based on the Employee's age and length of civilian service. Severance pay is paid in biweekly checks on regular paydays and cannot be paid in a lump sum.

Section 10. Grade and Pay Retention. Employees who are involuntarily changed to lower grade receive grade and/or pay retention provided they are entitled under the provisions of law and regulations.

**ARTICLE 19**  
**TRAINING**

Section 1. In recognition of the mutual advantages to the Employer and Employees, the Employer agrees to train Employees in order to keep them abreast of technological changes within their general trade area. The Employer agrees to furnish this training consistent with its determination of the needs for, and priorities of, training.

Section 2. The Employer agrees to meet with the Union upon request, for the purpose of exchanging information concerning the overall training program of Employees. The Union shall be permitted to review the training program for the purpose of assisting the Employer in a continuing effort to strengthen and improve the program. Any alleged inequities will be promptly considered.

**ARTICLE 20**  
**SAFETY, HEALTH AND WELFARE**

Section 1. The Employer shall make every reasonable effort to provide adequate lighting and ventilation and maintain safe and healthful working conditions. The Union shall cooperate in this effort and encourage Employees to work in a safe manner.

Section 2. In the course of performing their normally assigned work, Employees are encouraged to report unsafe or unhealthful conditions to the Employer in accordance with the latest revision of NADEPJAXINST 5103.28. The Employer agrees to give prompt response to conditions determined to be hazardous.

Section 3. The Employer will make every effort to obtain prompt first aid for injured Employees.

Section 4. The Employer will provide the Union, upon request, notice of lost-time accidents.

Section 5. The Employer agrees to furnish special safety issue protective clothing and equipment at no expense to the Employee whenever it is required by the Employer for safety or industrial health purposes. This includes, but is not limited to, coveralls, hard hats, ear plugs, safety glasses, and safety shoes. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Employer.

Section 6. Medical information about an Employee shall be disclosed to the Employee or a representative whom the Employee has designated in writing, if the medical information is determined to be otherwise releasable in accordance with the provisions of the Privacy Act and Subpart E, Part 293, 5 CFR.

Section 7. The Employer shall extend a diligent effort to maintain all toilets and washrooms in a clean and sanitary condition. Running water, soap and towels will be provided for Employees. The Union recognizes that full Employee cooperation is essential for maintaining satisfactory sanitary facilities.

**ARTICLE 21**  
**PUBLICITY**

Section 1. The Employer agrees to provide 24" x 36" spaces for bulletin boards, properly identified as belonging to the Union, at location agreed to by the parties. It is understood that these boards shall be used for posting notices of Union appointments, election results, recreational and social activities and Union meetings without individual screening by the Employer. The Union will be responsible for posting and removing material and for maintaining the bulletin boards in an orderly fashion.

**ARTICLE 22**  
**PUBLICIZING THE AGREEMENT**

Section 1. The Employer agrees to publish the Agreement electronically on the Employer's website.

Section 2. The Union shall be responsible for providing new bargaining unit members training to access the Agreement as provided in Article 5, Section 3.

**ARTICLE 23**  
**VOLUNTARY ALLOTMENT OF DUES**

Section 1. The Employer agrees to deduct Union dues from the pay of Employees who voluntarily authorize such deduction each pay period provided the following conditions have been met:

- a. The Employee's net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deduction shall be made when the Employee's pay is not sufficient to cover the full allotment or when the Employee is in a nonpay status for the entire pay period.
- b. The Employee has voluntarily authorized such deduction on Standard Form 1187 by completing and signing the authorization. Standard Form 1187 may be obtained at the following website: [www.opm.gov/forms/html/sf.asp](http://www.opm.gov/forms/html/sf.asp).
- c. The Treasurer of the Union or other authorized official designated by the Union has properly completed and signed the Standard Form 1187 on behalf of the Union.
- d. The completed Standard Form 1187 has been forwarded to the Labor and Employee Relations Division, Human Resources Office, to assure that the applicant is a bargaining unit Employee. HRO will forward the SF 1187 to the Employer's Cost Management & Analysis Branch.

Section 2. The Union agrees to educate its members concerning the payroll deduction program, its voluntary nature, uses and the availability of the required forms.

Section 3. Deduction of Union dues by payroll allotment shall begin with the first pay period which occurs after receipt of a properly executed Standard Form 1187 by the Cost Management & Analysis Branch.

Section 4. The amount of Union dues to be deducted each biweekly pay period on behalf of the

Union shall remain as originally certified to on such allotment forms until a change in the amount of such deduction is certified to by the Treasurer of the Union and such certification of change is duly transmitted to the Cost Management & Analysis Branch.

Section 5. Any such change in the amount of an Employee's regular Union dues with a resultant change in the amount of the allotment of such Employee's biweekly pay period shall become effective with the allotment made on the first pay period after receipt of the notice of change by the Cost Management & Analysis Branch or a later date, if requested by the Union.

Section 6. An Employee's voluntary allotment for the payment of Union dues shall be automatically terminated the start of the first pay period in which any of the following occurs:

- a. Loss of exclusive recognition by the Union.
- b. Separation of the Employee for any reason.
- c. Upon prompt notification of the Cost Management & Analysis Branch by the Union that the Employee has been expelled or for any reason ceases to be a member in good standing.

Section 7. When an Employee is permanently transferred outside the bargaining unit, the Employee will be responsible for completing and submitting Standard Form 1188 to the Labor and Employee Relations Division, Human Resources Office, to cancel dues withholding.

Employees may obtain a Standard Form 1188 from the following website:

[www.opm.gov/forms/html/sf.asp](http://www.opm.gov/forms/html/sf.asp). Cancellation of dues withholding will be effective the first pay period after receipt of the notice by the Cost Management & Analysis Branch.

Section 8. An Employee who has authorized withholding of Union dues may, at any time, request revocation of such authorization by completing and submitting Standard Form 1188.

Employees may obtain a Standard Form 1188 from the following website:

[www.opm.gov/forms/html/sf.asp](http://www.opm.gov/forms/html/sf.asp). The Employee will certify on the Standard Form 1188 that he has read the Privacy Act notice which pertains to the form. Upon receipt by the Cost Management & Analysis Branch of a properly executed Standard Form 1188, the Employee's dues allotment, unless withdrawn or rescinded prior to the effective date, will cease effective the first full pay period following the anniversary of the Employee's authorizing the allotment. The Cost Management & Analysis Branch, upon receipt of such a revocation properly executed, shall furnish a copy of the Standard Form 1188 to the Treasurer of the Union.

Section 9. The Employer will transmit within five workdays after each biweekly pay day, the following to the Treasurer of the Union.

- a. A listing in duplicate which shall identify the Union by name and local number, along with the name of each Employee having dues deducted, the amount of the allotment deducted, and the check number of each Employee. The listing will also include the total monetary amount of all such allotment deductions made for such Employees and the total number of such allotment deductions.
- b. Funds will be electronically transferred to the financial institution designated by the Union.

**ARTICLE 24**  
**TRAVEL**

Section 1. It is understood and agreed that Employees may be required and are expected to perform temporary duty travel in order to accomplish the mission assigned to the Employer. The Employer agrees to schedule the time to be spent by a Unit Employee in travel status away from his official duty station within the basic work week and "hours of work" of the Employee to the extent that the needs of the Employer and mission permit. Travel and reimbursements will be in accordance with current laws and regulations.

Section 2. It is understood that the following language is incorporated by reference into the Agreement:

a. All provisions of law and government regulations including all the provisions of the Federal Travel Regulations and

b. All provisions of the Joint Travel Regulations (JTR) Volume II which are not inconsistent with the specific provisions of applicable law. It is understood that, prior to locally implementing changes required as a result of a revision to JTR Volume II by appropriate higher authority, the Employer will advise the Union prior to implementing such change(s) in accordance with the provisions outlined in Article 3 of this Agreement.

Section 3. Travel assignments shall be rotated among qualified Employees within an organizational element to the extent permitted by workload considerations.

a. An Employee whose rotation for TDY assignment conflicts with a period of planned extended leave does not lose his/her position on the rotation schedule for travel. However, the Employee may cancel the leave and accept the TDY assignment.

b. When an Employee is scheduled to be on travel for a portion of a week, the Employee will not normally be offered overtime for that week even if that Employee has the least amount of overtime hours. However, if there are no volunteers to work the overtime, the Employee will be offered overtime hours for non-travel days. If the Employee declines, the Employee will not be charged for declining the overtime if he/she does not have the least amount of overtime hours. In the event the Employee has the least number of overtime hours and there are no volunteers, the Employee will be required to work overtime on the non-travel days.

c. When an Employee on the travel rotation is on "B" shift and there is no requirement to have a replacement on "B" shift, the following applies:

(1) "B" shift Employee is eligible to go TDY.

(2) A "B" shift Employee may decline to go TDY, if a qualified volunteer is found. The "B" shift Employee will rotate to the bottom of the travel list.

(3) If the "B" shift Employee is first on the TDY list and no qualified volunteer is found, the "B" shift Employee will go TDY.

d. When an Employee on "B" shift is next up for TDY assignment and there is a requirement to have a replacement on "B" shift, the following applies:

(1) "B" shift Employee can go TDY provided a qualified replacement is found.

(2) If there are no qualified volunteers for "B" shift, the "B" shift Employee will not go TDY but will remain on top of the TDY rotation list.

(3) The next Employee up for TDY will have a choice to go TDY or go to the “B” shift during the TDY requirement.

Section 4. Accurate records of travel assignments will be maintained by the Employer and will be made available for review upon request, by Employees and/or Representatives.

Section 5. A standard travel order will be issued to Employees when they are required to travel beyond the local commuting area.

Section 6. The Employer shall make reasonable effort to provide Employees complete and accurate information in advance with respect to:

- \* The purpose of the travel assignment.
- \* The anticipated duration of the assignment.
- \* The mode of transportation to be utilized.
- \* Arrangements made for quarters and transportation at the job site.

When such temporary additional duty travel is considered necessary by the Employer, the desires, convenience, and comfort of the Employee will be considered to the maximum degree permitted by the assigned mission.

Section 7. Travel requests for routine travel will normally be submitted 2 weeks prior to departure. The Employer will normally provide travel orders no later than the end of the shift, two full workdays prior to the commencement of travel.

Section 8. The Employer will ensure the Employee has the advanced funds to perform temporary duty which will be authorized in accordance with DoD FM 7000.14R, Volume 9.

Section 9. Consistent with the performance of the required mission and availability of more reasonable schedule, the Employer will, whenever practicable, avoid scheduling Employees to use a carrier which requires boarding during other than normal duty hours unless it is an emergency (i.e., an aircraft accident). If travel is required outside of normal duty hours, the Employer will provide an explanatory statement in writing. The Employer agrees to maintain such records and make them available to the Employee with the travel orders. The Employer agrees to notify the Employee of scheduled travel as far in advance as possible, normally not less than 3 workdays. Emergent travel time shall be compensated in accordance with existing law and regulations (i.e., time spent in travel to the emergent site shall be considered hours of work).

Section 10. In considering the utilization of government quarters, the Employer will ensure such quarters are adequate. Adequate quarters are: Private room, 250 square feet, shared bath with no more than one other person. Basic furnishings should also be provided such as bed, dresser, chair, and linens. Heating and air conditioning should be provided for your comfort during the appropriate seasons and as dictated by the climate of the area and the local commanding officer's policy. No Employee will be required to stay in the BEQ. The traveler will attempt to resolve any problem with the local BOQ. After all avenues have been exhausted and the problem is still not corrected, call the Travel Office during working hours (DSN 942-2713/2714) and request assistance. After hours and on weekends call the CDO (DSN 942-3277).

Section 11. When travel is direct between authorized origin and destination points which are separated by several time zones and either the origin or destination point is outside CONUS, a rest period not in excess of 24 hours may be authorized or approved when air travel between the two points is by less-than-premium-class accommodations and the scheduled flight time, including stopovers, exceeds 14 hours by a direct or usually traveled route. Excused absence may be authorized by the Competency Director after prolonged travel in accordance with applicable laws and regulations.

Section 12. Employees will normally be reimbursed within 25 days after receipt of approved claims by the Personnel Support Detachment. In the event of an unreasonable delay, upon request by the affected Employee(s), the Employer will attempt to ascertain the reason(s) for the delay and provide the Employee(s) the information and when they may reasonably expect reimbursement. In mitigating or unforeseen circumstances which place undue hardship on the Employee, the Employer agrees to assist the Employee in having the claim expedited.

## **ARTICLE 25** **PARKING**

Section 1. Available parking areas will be designated for Employee parking as close to assigned work areas as practicable.

Section 2. Employees who are severely handicapped and for whom assigned parking space is determined necessary by the Occupational Environmental Health Service will be assigned reserved parking space upon their request. The Employer shall request the Occupational Environmental Health Service to reevaluate such handicapped Employees when there is reason to suspect the handicapping condition has improved to the degree that reserved parking is no longer warranted.

Section 3. A "Reserved" parking space will be provided for the Union in a parking lot that is in close proximity to where the Union official works. Assignment will be by mutual agreement.

## **ARTICLE 26** **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union agree to provide equal opportunity for all persons and to conduct a continuing campaign to eliminate discrimination based upon race, color, sex, religion, national origin, age, disability, or reprisal for prior EEO activity. The Employer and the Union recognize a joint responsibility for making constructive contributions to the national goal of equality of opportunity.

Section 2. The Employer will appoint one primary member and one alternate, to serve during the unavailability of the primary, to the Employer's EEO Advisory Committee from among 5 Employees who are nominated by the Union.

Section 3. The Employer agrees to furnish the Union with a copy of the annual report, if one is made, which summarizes progress in the Equal Employment Opportunity Program during the preceding twelve months.

Section 4. The Union shall be consulted for input to the Employer's Affirmative Employment Program.

Section 5. Employees who wish to pursue an allegation of discrimination through either the EEO complaint procedures or the Negotiated Grievance Procedure contained in this Agreement must first discuss their problem with an EEO Counselor prior to filing a formal complaint or grievance. This discussion must take place within 45 calendar days after the matter which caused the Employee to believe she/he was discriminated against; or, if a personnel action, within 45 calendar days after its effective date.

Section 6. The EEO Counselor will advise the Employee of the EEO complaint procedures including alternative dispute resolution; attempt to resolve the matter informally; and conduct a final interview with the Employee. During the final interview, the EEO Counselor will advise the

Employee of the Counselor's findings and recommendation to be made to the Employer. If the Employee is dissatisfied with the Counselor's findings and recommendation(s), the Employee will be advised by the Counselor concerning the Employee's rights to further pursue the matter through the EEO complaint procedure or the Negotiated Grievance Procedure, but not both. In the event the Employee chooses to further process the matter through the Negotiated Grievance Procedure, the matter shall be submitted in writing at Step 3 of that procedure.

Section 7. It is understood that reprisal taken against a Complainant, Witness, or Representative for pursuing an allegation of discrimination is prohibited by law and such action is considered an act of discrimination.

## **ARTICLE 27** **CIVILIAN EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The Employer and the Union jointly fully support the principle of a drug free workplace. To assist in meeting this objective, the Employer's Civilian Employee Assistance Program (CEAP) is designed to provide assistance to civilian Employees whose alcohol abuse, drug dependence, medical, emotional, financial, or interpersonal problems are causing job performance deterioration or deficiencies.

Section 2. It is the Employer's policy that alcohol and drug dependency are to be recognized and managed as treatable health problems, where job performance or conduct are impaired as a direct consequence. To this end, the Employer will identify and discuss the unacceptable or deteriorating work performance with the Employee. In addition, the Employer shall notify the CEAP Program Coordinator of the situation.

Section 3. Sick leave, or other leave in lieu of sick leave, to cover Employee absences for alcohol or drug abuse treatment or rehabilitation shall be granted by the Employer on the same basis as any other illness or health problem. In the case of an Employee's self-referral to CEAP, all visits up to a maximum allowed (6 visits) must be taken while the Employee is on approved leave or in a non-duty status. When the Employer mandates that an Employee attends a CEAP referral, the first visit shall occur during duty hours with no charge to the Employee's leave. Subsequent visits up to the maximum allowed (6 visits) must be taken when the Employee is on approved leave or in a non-duty status.

Section 4. The Union and the Employer strongly encourage Employees who suspect that they may have an alcohol or substance abuse problem or a personal problem which is affecting their work performance or conduct to discuss the matter with a Union or Employer representative, or a CEAP Counselor. Such an Employee will not have job security or promotional opportunities jeopardized by making a request for referral and assistance except as limited by laws relating to sensitive positions.

Section 5. The Employer agrees to authorize official time and include Union Representatives in local training sessions which are arranged by the Employer for the purpose of imparting information with respect to the CEAP program.

Section 6. It is agreed and understood that trafficking in, possession or use of illegal drugs is misconduct which may subject an Employee to removal from further employment with the Employer.

## **ARTICLE 28**

### **DISCIPLINARY ACTIONS**

Section 1. For purposes of this Agreement, disciplinary actions are defined as written reprimands and suspensions of 14 days or less. Disciplinary actions will be taken for just cause. A pre-action investigation shall be held which may include a discussion with the Employee. During the discussion the Employee may be represented by a Union Representative if the Employee so requests.

Section 2. The parties agree that primary emphasis should be placed on preventing situations which may result in disciplinary actions and the Employee may, in some cases, be more effectively helped through counseling than through disciplinary actions. In the event the Employer elects to counsel the Employee, the counseling will be documented on [Appendix C](#). However, discipline is the responsibility of the Employer, and when it is determined by the Employer that disciplinary action is necessary in order that such action be corrective in nature to the maximum extent possible and affords the Employee due process, the action must be taken in a timely manner.

Section 3. The Employer agrees to consider CPI-752 as a guide for taking disciplinary actions. However, consideration of CPI-752 as a guide is not intended to preclude the Employer's judgment in taking minimum appropriate administrative action to correct problem behavior (i.e., verbal counseling or letter of caution).

Section 4. An Employee who has received proposed disciplinary action is entitled to Union representation. Employees will be provided two copies of letters of reprimand and notices of suspension. The extra copy is provided to enable the Employee to provide a copy to the Union if the Employee so desires.

Section 5. Written reprimands will normally not be retained in an Employee's Official Personnel Folder in excess of a period of 1 year. At the end of this period, the written reprimand shall be removed from the Official Personnel Folder.

Section 6. Disciplinary actions are grievable under the Negotiated Grievance Procedure.

## **ARTICLE 29**

### **ADVERSE ACTIONS**

Section 1. For purposes of this Agreement, adverse actions are defined as removals, suspensions for more than 14 days, reductions in grade or pay, and furloughs of thirty days or less. Adverse actions will be taken for just cause. A pre-action investigation shall be held which may include a discussion with the Employee. During the discussion, the Employee may be represented by a Union Representative if the Employee so requests.

Section 2. The parties agree that primary emphasis should be placed on preventing situations which may result in adverse actions and that the Employee may, in some cases, be more effectively helped through counseling than through adverse action. However, discipline is the responsibility of the Employer, and when it is determined by the Employer that disciplinary action is necessary in order that such action be corrective in nature to the maximum extent possible and affords the Employee due process; the action must be taken in a timely manner.

Section 3. An Employee who has received proposed adverse action is entitled to Union representation. Employees will be provided two copies of adverse action letters. The extra copy is provided to enable the Employee to provide a copy to the Union if the Employee so desires.

Section 4. Adverse actions are grievable under the Negotiated Grievance Procedure contained herein or may in the discretion of the aggrieved Employee, be appealed to the Merit Systems Protection Board. Employees must choose whether they wish to grieve or appeal the action. Once the Employee has made the choice, it shall be irrevocable.

## **ARTICLE 30**

### **NEGOTIATED GRIEVANCE PROCEDURE**

Section 1. The Employer and the Union recognize the importance of settling grievances promptly, fairly, and in an orderly manner that will maintain the self-respect of the grievant and be consistent with the principles of good management. To accomplish this objective, reasonable effort will be made to settle grievances expeditiously and at the lowest level of supervision.

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.

Except that it shall not include to the extent prohibited by law a grievance concerning--

- (3) Any claimed violation relating to prohibited political activities;

Retirement, life insurance, or health insurance;

- (4) A suspension or removal for national security reasons;

- (5) Any examination, certification or appointment;

- (6) The classification of any position which does not result in the reduction in grade or pay of an Employee;

- (7) Nonselection from among a group of properly ranked and certified candidates.

Section 3. An Employee who has been removed or reduced in grade for unacceptable performance, or who has been subject to an adverse action, may at the Employee's option, appeal the matter to the Merit Systems Protection Board or file a grievance under this procedure, but not both. For the purposes of this Section, an Employee shall be deemed to have exercised the right of appeal/grievance by the written submission of such notice.

Section 4. Any Employee grievance taken up under the procedures contained in Section 5 of this Article with the Employee's immediate supervisor or under Section 6 of this Article with a Staffing Specialist from the Human Resources Service Center, Southeast, shall be submitted within 15 calendar days after the occurrence of the matter out of which the grievance arose. Such grievances shall not be presented nor considered at a later date except where the Employee could not reasonably have been aware of being aggrieved. In that case, the grievance must be presented within 15 calendar days of the Employee becoming aware of the matter. A grievance involving an allegation of discrimination must be processed in accordance with Article 26 of this Agreement and must be submitted within 45 days.

Section 5. The following are the procedures established for the resolution of grievances except as otherwise specified in Sections 6 and 8 of this Article and Article 26 with respect to resolving an allegation of discrimination: (See [Appendix D](#))

a. Step 1. The grievance shall first be presented orally or in writing (email is acceptable) by the grievant to the immediate supervisor. A meeting with the grievant and the supervisor will normally be scheduled within 10 workdays. If the grievant elects to be represented by the Union, a Union Representative shall present the grievance. Nothing contained herein shall deny the Union the right to have a Representative or Alternate present, as a nonparticipant, if the Employee elects not to be represented by the Union. A written decision will be given to the grievant and Union within 7 workdays after the meeting. In cases of grievances dealing with disciplinary or adverse actions, the Employee will begin with the next level of supervision above that which took the action, except if the Competency Director or the Commanding Officer took the action. In those cases, the Employee will begin the procedure at Step 2 or Step 3, respectively.

b. Step 2. If the Union or the Employee is dissatisfied with the decision given at Step 1 and elects to further pursue the grievance, the grievance will be submitted in writing in accordance with the following steps:

(1) Within 5 workdays after receipt of the decision at Step 1, the grievance shall be presented to the Competency Director or designee.

(2) The grievance will contain a description of the specific issue, the specific provision of the agreement involved, the corrective action desired by the Employee, and other relevant details. The grievance will also give the date of the Step 1 decision and identify the immediate supervisor.

(3) The Competency Director or designee, after reviewing the grievance and obtaining such information, advice and assistance as desired, will meet with the Employee and a Union representative designated by the Union. This meeting will be held within 5 workdays of receipt of the grievance. A written decision will be sent to the Union and Employee within 10 workdays of this meeting.

c. Step 3. If no satisfactory settlement is reached at Step 2 and the Union or the Employee elects to pursue the grievance, the grievance will be submitted to the Commanding Officer within 5 workdays of the decision at Step 2. In addition to the specifics required in Step 2, the grievance shall specify why the answer at Step 2 was unsatisfactory. The Commanding Officer or his designated representatives after reviewing the grievance and obtaining such information, advice, and assistance as desired, will meet with the Employee and an Union representative within 10 workdays after receipt of the grievance. This meeting will be an attempt to reach satisfactory settlement. Within 15 workdays after the meeting, a final decision will be sent to the Union and the Employee.

Section 6. The following procedures apply only to grievances which protest ratings of ineligibility assigned through the Merit Staffing process for any nonsupervisory positions of the Employer including nonsupervisory positions outside the bargaining unit. The informal process is optional; the Employee and/or the Union Representative may elect to start with the formal process: (See [Appendix E](#))

a. Step 1 – Informal Process (Optional). The Employee and/or the Union Representative may, at his/her option, informally present his/her concerns to the responsible HRSC-SE staffing specialist within 15 calendar days after becoming aware of a problem under the control of HRSC-SE. The Employee may present the issue verbally, via telephone, or in writing, and will

reference the requisition number for the position. If the grievance is presented orally, the staffing specialist will discuss pertinent facts with the Employee and/or representative and will make adjustments if warranted. If the grievance is submitted in writing, the staffing specialist will respond within 15 calendar days. The Employee and/or the Union Representative may elect to proceed with step 2 (Formal Process) if dissatisfied with the decision at the Informal process. If the Employee and/or the Union Representative choose to proceed to the Formal Process they must present the grievance to Code 50 HRSC-SE, in writing, within 15 calendar days after receipt of a response under the informal process.

b. Step 2 – Formal Process. The Employee and/or the Union Representative must present a grievance to Code 50 HRSC-SE, in writing, within 15 calendar days after becoming aware of a problem under the control of HRSC-SE. The grievance should state the personal relief requested, must be dated and signed, and include copies of any documents in the Employee’s possession that are relevant to the grievance. Code 50 or designee will issue a written decision within 15 calendar days after Code 50’s receipt of the grievance.

Section 7. All deadlines may be extended by mutual agreement of the Employer and the Union or to the Employee if not represented by the Union. Failure of the Employer to meet the deadlines at any step in the grievance procedure shall enable the grievant to proceed to the next step in the procedure. Failure of the Union and/or the Employee to observe the deadlines at any step in the grievance procedure shall constitute a basis for termination of the grievance by the Employer.

Section 8. A grievance which concerns a general dispute over the interpretation and application of this Agreement may be initiated by the Union or the Employer in accordance with this Section. Such grievances shall be filed within 15 calendar days of the incident which gave rise to the matter or within 15 calendar days of the date of becoming aware of the matter. The grievance must be forwarded in writing, to the President of the Union or the Commanding Officer as appropriate. The grievance must clearly specify the Article(s) and Section(s) of the Agreement which are in contention and the corrective action desired. After receipt of the grievance by the responding party, representatives of both Parties shall meet to discuss the grievance within 10 workdays. A written decision will be rendered no later than 10 workdays following the conclusion of the meeting. The decision rendered by either the Union or the Employer shall specify that it is the final position concerning the matter. If the grieving party is not satisfied with the decision rendered, they may elect to submit the matter to arbitration. Failure of the responding party to answer in a timely fashion shall allow the other to proceed to arbitration without further delay. (See [Appendix F](#))

Section 9. Questions of grievability or arbitrability shall be submitted as a threshold issue to an arbitrator if either party desires to pursue the matter.

## **ARTICLE 31** **ARBITRATION**

Section 1. If the Employer and the Union fail to satisfactorily settle a grievance processed in accordance with the provisions of Article 30, the party receiving the final decision may invoke arbitration by notifying, in writing, the other party within 15 workdays after receipt of the final decision. The party invoking arbitration will, within the same time limits, request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet within 5 workdays after receipt of such a list. If they cannot mutually agree upon one of the listed arbitrators, then each party shall strike one name from the list and repeat the procedure until one

name remains; that individual shall be the duly assigned arbitrator. A flip of the coin shall determine which party strikes a name first.

Section 2. The fee and expenses of the arbitrator shall be borne equally by the Union and the Employer and shall not exceed that authorized by applicable regulations. In the event hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the parties. Further, the parties shall share equally the expenses of any mutually agreed upon service considered desirable or necessary in connection with the arbitration proceedings.

Section 3. The arbitration proceedings shall normally be held during the regular day shift hours of the basic workweek. Employees who are required by either party or the arbitrator to participate in the proceeding shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave.

Section 4. The arbitrator will be requested to render a written decision to the Employer and the Union no later than thirty calendar days after the conclusion of the proceeding or closing of the record unless the parties otherwise agree.

Section 5. It is agreed that the award of the arbitrator will be binding except that either party may file exceptions to the award with the Federal Labor Relations Authority in accordance with established regulations.

Section 6. In arbitrating a grievance, the arbitrator may not add to, subtract from, or modify the terms of this Agreement; nor may the arbitrator render a decision which is in conflict with law or applicable government regulations.

Section 7. Within 15 calendar days prior to the scheduled date of an arbitration hearing, representatives of the Employer and the Union shall meet at a pre-arbitration conference to consider means to expedite the arbitration process by jointly reducing the issue to writing, stipulating facts not in dispute, authenticating proposed exhibits, and exchanging lists of anticipated witnesses who will be called by the Union or Employer during the arbitration hearing. As a part of the list of witnesses, the Employer and the Union will briefly summarize the expected testimony of each of their respective witnesses.

### **ARTICLE 32** **COST REDUCTION AND PRODUCTIVITY INITIATIVES**

Section 1. The Union fully supports and endorses the Employer's current Cost Reduction and Productivity Improvement Programs. Further, the Union endorses future productivity initiatives which the Employer deems necessary and proper to assure that the Activity maintains a high standard of business competitiveness.

### **ARTICLE 33** **REDUCED OPERATIONS OR SHUTDOWN DURING HOLIDAYS**

Section 1. The provisions contained in this Article pertain only to management planned reduced operations or a shutdown which may be imposed by the Employer as a result of a holiday or a holiday season. such as the period preceding Christmas and following New Year's Day. Implementation of such reduced operations or shutdowns will be in compliance with applicable law, rule, and regulations.

Section 2. The Employer agrees to advise Employees concerning periods of reduced operations or shutdowns not less than ninety days prior to the planned action. Employees who desire to work during a period of reduced operations shall advise their supervisor in writing to that effect, not less than sixty days prior to the beginning of the period of reduced operations.

Section 3. Prior to requiring Employees to take annual leave, compensatory time off, or leave without pay, where there are more Employees that desire to work than there is work available, work assignments will be provided to qualified Employees on the basis of Service Computation Date (SCD). The qualified Employee with the earliest SCD will be offered the available work; however restoration of use or lose leave will be in accordance with applicable laws, rules, and regulations. The remaining Employees shall request and be granted annual leave, compensatory time off, advance annual leave or leave without pay, or a combination thereof in sufficient quantity, to cover the entire period of reduced operations or shutdown during the holiday or holiday period(s).

Section 4. When it is determined that some Employees must work during a shutdown period and there are no qualified volunteers, the qualified Employee(s) with the latest SCD(s) will be required to work. If the assignment would result in an unreasonable hardship to the Employee and there is another qualified Employee acceptable to the Employer who is available and willing to work the assignment, the Employee with the latest SCD will be excused from the assignment.

## **ARTICLE 34**

### **ACTING SUPERVISOR ASSIGNMENTS**

Section 1. The Employer may use bargaining unit members to serve as acting supervisors on an intermittent basis when the permanent supervisor is absent from the Branch.

Section 2. Acting supervisors will perform routine administrative supervisory duties as assigned to ensure continuity of operations within the Branch. The acting supervisor's scope of authority will NOT normally include these functions:

- a. Approval of labor transactions – the acting supervisor will correct and initial systemgenerated labor reports, but signature of these reports will be referred to the next higher management level.
- b. Administering discipline.
- c. Performance evaluations.
- d. Approval or disapproval of leave – the acting supervisor will recommend approval/disapproval to the next higher level of management.

Section 3. The following procedures will regulate those assignments:

- a. Bargaining unit Employees who have been assigned to the Branch for at least 6 months are considered eligible to perform as acting supervisors. Exceptions to this guideline may be made by mutual agreement between the Employer and the Union.
- b. Once a year, supervisors will solicit volunteers from the eligible candidates within the Branch to be acting supervisors. Interested, eligible volunteers will do so in writing/email, and revoke their volunteer status in writing/email.
- c. A less than acceptable performance rating, a current letter of requirement, or a pending or current (issued within the previous 12 months) disciplinary action, may be considered just

cause for removing an Employee from the acting supervisor rotation. Supervisors will document such removal in writing.

Acting supervisor assignments will normally rotate among eligible volunteers on a monthly cycle, unless workload considerations or substantive mission requirements dictate otherwise. The initial rotation list will be in descending seniority order; subsequent volunteers will be added at the bottom of the list. The current acting supervisor rotation list will be displayed.

d. Supervisors will provide sufficient indoctrination to acting supervisor candidates to enable them to perform these duties successfully.

## **ARTICLE 35**

### **DURATION, CHANGES AND EFFECTIVE DATE**

Section 1. This Agreement as executed by the parties, shall remain in full force and effect for a period of 3 years from the date of its approval by the Department of Defense. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. In the event either party desires to renegotiate this Agreement, the party so desiring shall notify the other party in writing no more than 90 calendar days nor less than 60 calendar days prior to the termination date of the Agreement. If either party provides notice to renegotiate this Agreement, the parties agree to commence negotiations, including ground rules, within thirty workdays after receipt of this notice, unless otherwise mutually agreed by the parties. If neither party has requested negotiation by the 60<sup>th</sup> day prior to its termination date, the provisions of the Agreement, if in conformance with current published agency policy and regulations, will be automatically renewed for another 1 year period, subject to approval by the Department of Defense.

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

a. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating on new language that will meet the requirements of such laws or Executive Orders. Such amendment(s) as agreed to will be duly executed by the parties and become effective on the date approved by the Department of Defense.

b. The Agreement may be opened for amendment(s) by the mutual consent of both parties. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within 15 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening the Agreement is warranted to any such matter(s), they shall proceed to negotiate on those amendments. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties and become effective on the date approved by the Department of Defense.

APPENDIX A

REQUEST FOR OFFICIAL TIME

THE UNDERSIGNED EMPLOYEE IS REQUESTING OFFICIAL TIME TO CONDUCT APPROPRIATE ASSOCIATION BUSINESS.

DESTINATION	ESTIMATED TIME	TIME LEFT	TIME RETURNED
-------------	----------------	-----------	---------------

PURPOSE OF TIME BEING GRANTED:

- a. To negotiate with the Employer.
- b. To represent an Employee or act as the Union’s representative during the investigation, preparation, and presentation of a grievance or dispute in accordance with the procedures outlined in the Negotiated Grievance Procedure and Arbitration.
- c. To enter into a discussion with representatives of the Employer with respect to the matters affecting working conditions of Employees.
- d. To attend an investigation conducted in accordance with Article 28 or 29.
- e. To enter into problem solving discussion with an Employee with respect to matters affecting the Employee’s working conditions.
- f. To prepare Union proposals for matters to be negotiated by the Employer and the Union.
- g. To attend an examination of a Unit Employee as set forth in Article 6, Sections 3 and 4.
- h. To prepare Union proposals for matters to be negotiated with the Employer during the terms of the agreement.

REPRESENTATIVE’S

---

Signature Date:

APPROVED

DISAPPROVED

(See comments below)

Comments:

---



---



---



---

Distribution when completed:  
 Original to Supervisor  
 Copy to Association Representative

**APPENDIX B**

**Employee Absences for Court or Court-Related Services**

Nature of Service	Type of Absence			Fees			Government Travel Expenses	
	Court Leave	Official Duty	Annual Leave or LWOP	No	Yes		No	Yes*
					Retain	Turn in to Agency		
<b>I JURY SERVICE</b>								
A- US or DC Court	x			x			x	
B- State or local Court	x					x	x	
<b>II WITNESS SVC</b>								
A- On behalf of US or DC Government		x		x				x
B- On behalf of state or local government1- In official capacity		x				x		x
2- Not in official capacity	x					x	x	
C- On behalf of private party 1- In official capacity		x				x		x
2- Not in official capacity a-when a party is US, DC or State Government	x					x	x	
b-when a party is not US, DC or State or Local Government			x		x		x	

\*Offset to the extent paid by the court, authority, or party which caused the Employee to be summoned.

APPENDIX C  
RECORD OF EMPLOYEE VERBAL COUNSELING

Date: \_\_\_\_\_

This document is used to record the fact that \_\_\_\_\_ was verbally counseled for the following offense(s):

**1. Offenses**

- Failure to follow safety procedures
- Leaving the work area without permission
- Tardiness
- Wasting time
- Horseplay
- Failure to follow supervisory instructions
- Suspected leave abuse
- Defective work
- Other \_\_\_\_\_

2. Explanation of offense:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee response, if desired:

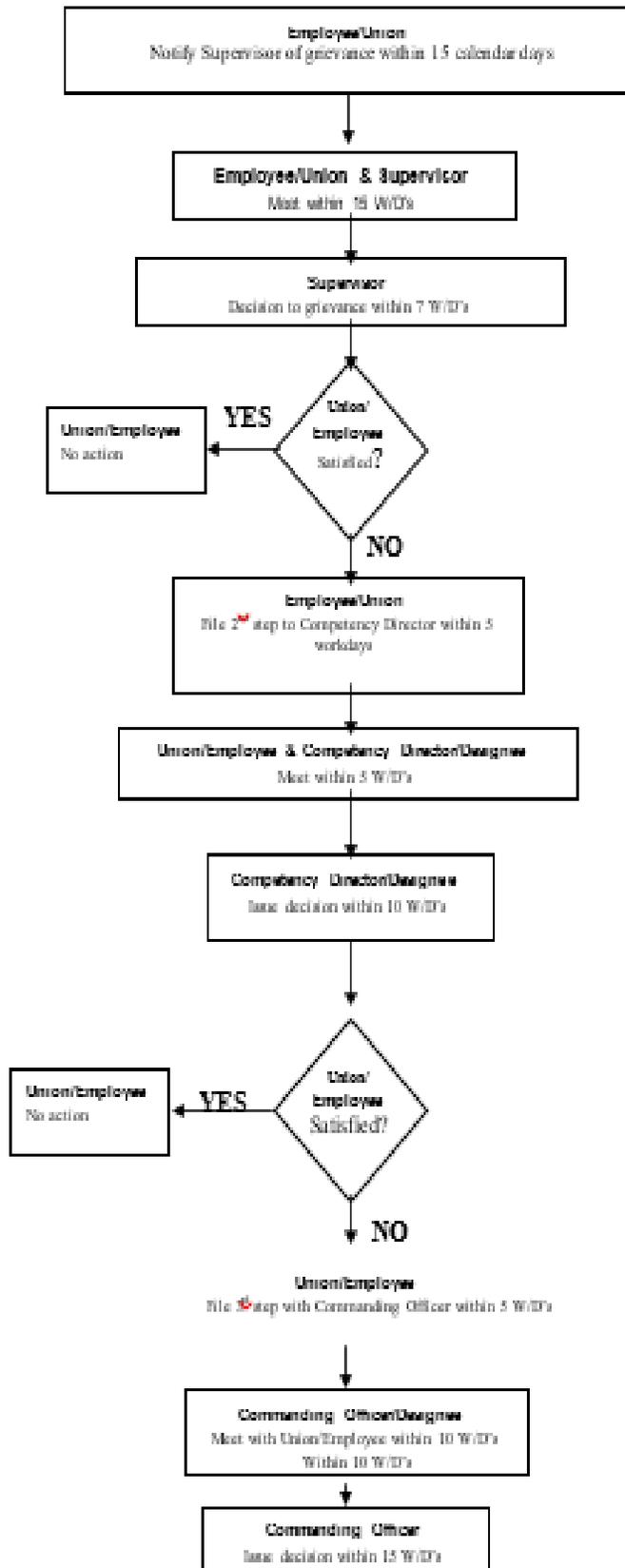
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee  
(acknowledges receipt only, not necessarily agreement)

\_\_\_\_\_  
Signature of supervisor

CC: Employee

**APPENDIX D  
GENERAL GRIEVANCE GUIDELINES**



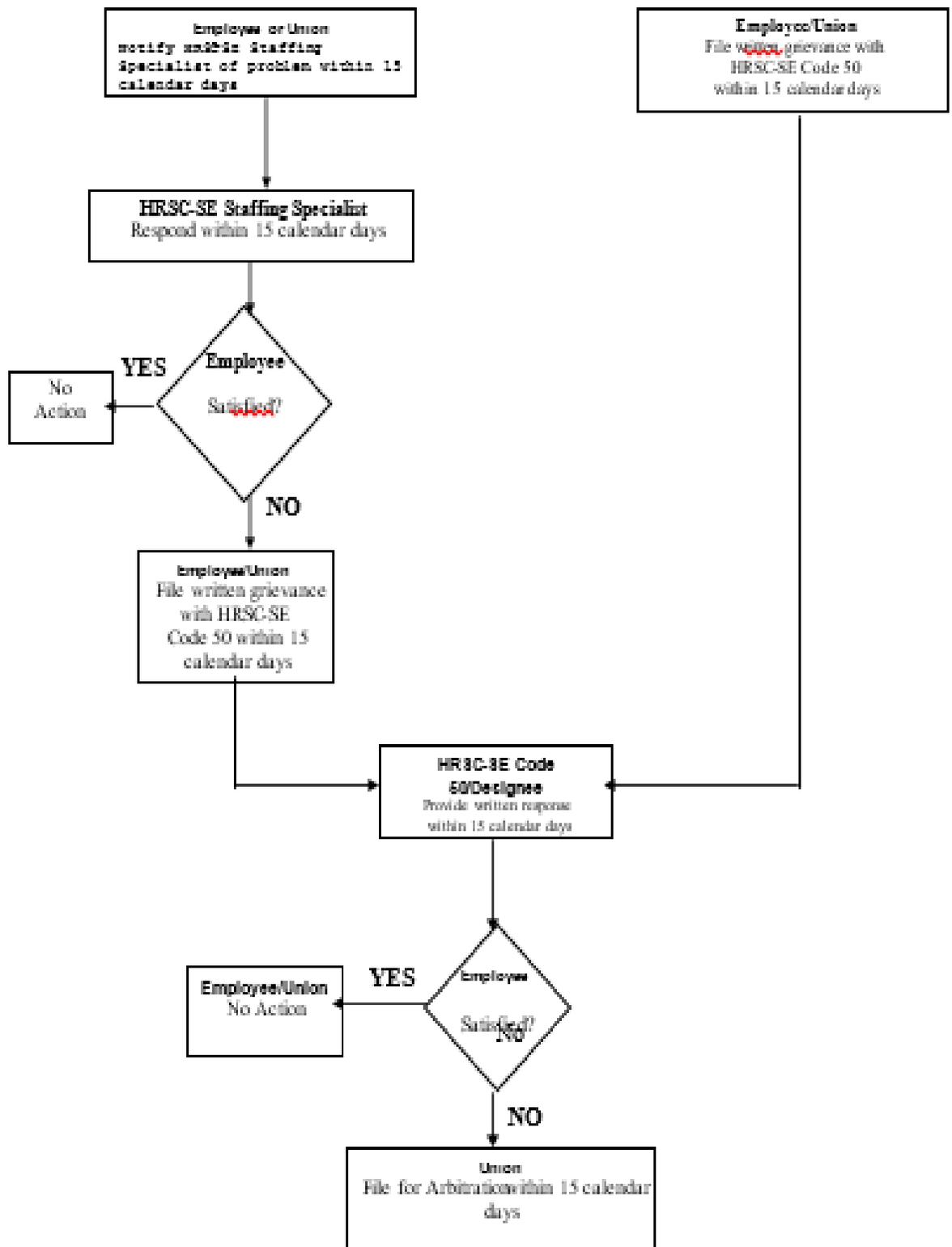
APPENDIX E

GRIEVANCE FOR RATING OF INELIGIBLE GUIDELINES

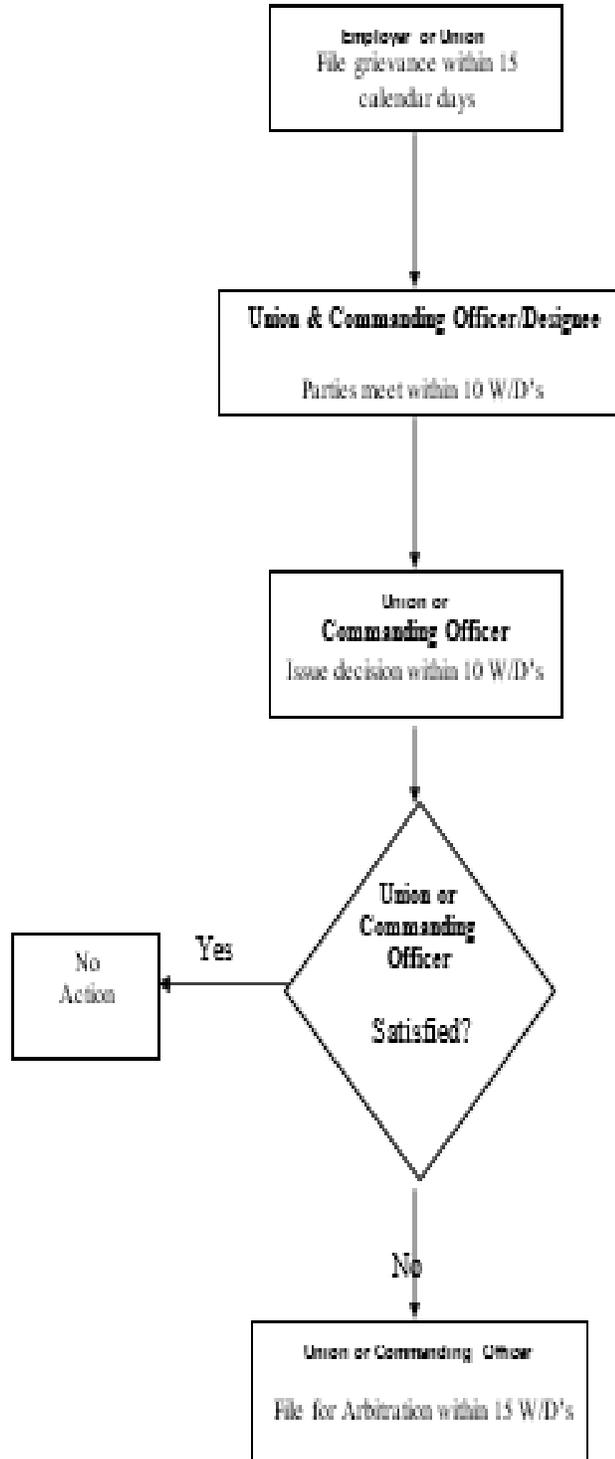
Note: Grievance procedure may begin at the informal or formal process.

*Informal Process*

*Formal Process*



APPENDIX F  
CONTRACT GRIEVANCE GUIDELINES



In witness whereof the parties hereto have executed this Agreement on this 2<sup>nd</sup> day of February 2007.

**For the Union:**

President, NAAE Local 3 / Chief Negotiator

Member

Member

**For the Employer:**

Commanding Officer, Fleet Readiness Center Southeast Jacksonville

Executive Officer, Fleet Readiness Center Southeast Jacksonville

Chief Management Negotiator

Member

Member

Member

APPROVED by the Secretary of the Navy on 1 March 2007 to be effective 1 March 2007.