

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FLEET READINESS AND  
CENTER SOUTHWEST

INTERNATIONAL  
ASSOCIATION  
OF  
MACHINISTS  
AND AEROSPACE  
WORKERS  
LOCAL 726

Approved by the Department of Defense on July 30, 2015

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**PREAMBLE**

Pursuant to the policy set forth in Chapter 71 of Title 5, hereinafter referred to as the Statute, it is the intent of the parties and the purpose of the parties hereto: to promote and improve the efficient administration of the employees within the meaning of the Statute; to establish a basic understanding relative to personnel policies and practices, and matters affecting working conditions; and to provide means for amicable discussion and adjustment of matters of mutual interest at the Fleet Readiness Center Southwest, San Diego,.

The parties agree that this Agreement in its entirety shall be applied impartially to all employees in the Unit. Now, therefore, the parties hereto agree as follows:

## ARTICLE 1

### RECOGNITION

**Section 1.1** The Fleet Readiness Center Southwest, San Diego, California (hereinafter referred to as the "Employer") recognizes the International Association of Machinists and Aerospace Workers, Local Lodge 726, AFLCIO (hereinafter referred to as the "Union") as the exclusive representative for all wage grade employees of the Department of the Navy, Fleet Readiness Center Southwest, San Diego, California, including employees in the positions of Aircraft Examiner (General) WD-8801 who serve as Plane Captains at the Employer's Test Line, excluding all management officials, professional employees, employees engaged in Federal personnel work in other than purely clerical capacity, supervisors, and employees in existing recognized or certified bargaining units, As used herein, "employee" is defined as a member of the certified bargaining unit described above.

## ARTICLE 2

### UNION SECURITY & UNION DEDUCTIONS

**Section 2.1** The Employer will deliver to each present employee and each new employee at the time of hire, a copy of this Agreement.

**Section 2.2** An employee who is a member of the Union at the time this Agreement becomes effective, or thereafter becomes a member, and has executed a dues deduction authorization, as set forth in this Article, shall continue membership in the Union for a period of one year to the extent of tendering the membership dues uniformly required as a condition of retaining membership In the Union. .

**Section 2.3** It is understood and agreed that the expiration of this Collective Bargaining Agreement does not terminate the provisions of this Article.

**Section 2.4** (a) The Employer agrees to deduct each payroll period the regular membership dues uniformly required as a condition of retaining membership from the pay of those employees who are members of the Union in good standing and in the bargaining unit during said payroll period, and who shall have executed and furnished to the Employer and Union an authorization form. Changes in the amount of such dues shall not be made more frequently than semi-annually and upon 50 days written notice from the Union to the Employer.

(b) The Union shall furnish to the appropriate official of the Human Resources Office any Authorizations which have been executed. As provided on the Authorization form it shall contain the name and identification number of the employee executing the Authorization and shall be signed, dated and witnessed.

(c) Deductions shall be made from the employee's paycheck for each payroll period, beginning with the first full payroll period after which the deduction has been properly authorized and submitted as outlined above, and such deductions shall continue in like manner thereafter, except as qualified herein.

(d) The Union accepts full responsibility for the authenticity of each of said Authorizations and any Authorization which is incomplete or in error shall be disregarded by the Employer, Authorizations which are incomplete or in error will be returned to the Union.

(e) Any employee who has previously executed the dues deduction Authorization form referred to in Sections and (b) above, and who thereafter desires to revoke said authorization in accordance with Its terms as described in paragraph (f) below, may do so by properly executing a Standard Form 1188, which the Employer will make available through the HRO. I-IRO shall furnish a copy of all completed SF-1188s to the Union and to the appropriate Payroll representative. The Employer shall cease deducting dues from the pay of said employee as soon as practicable after the effective date of said revocation,

(f) Revocation of authorization for dues deduction may only be submitted to I-IRO on the anniversary date of the commencement of the dues deduction, or on the anniversary date in any subsequent year.

(g) In cases where deductions are made in error from the pay of any employee, the Union will, upon request, make refund directly to said employee,

(h) Dues deduction shall be promptly remitted to the Financial Officer designated by the Union. The Employer shall also furnish the designated Financial Officer of the Union with a record of those for whom deductions have been made.

(i) Dues deduction authorizations submitted and in effect prior to this Agreement shall remain in effect until terminated.

**ARTICLE 3**  
**REPRESENTATION**

**Section 3.1** (a) The Employer will recognize the following individuals designated by the Union: Union Officers, one Unit Chairman, one Alternate Unit Chairman who will function only when the Unit Chairman is absent from the activity, Senior Stewards and Stewards. The Union will provide the Employer a current listing of all those mentioned in this Section and any changes thereto. Prior to implementation of any changes, the Union President will discuss the change with the Commanding Officer's (CO's) designated representative.

(b) Disputes and/or alleged abuses regarding official time in this article will be discussed and resolved between the Commanding Officer (or designated representative) and the President of the Union (or designated representative). If the parties cannot resolve the dispute, the areas of disagreement will be described in writing and will include the facts surrounding the issue(s). The parties will meet one additional time to attempt resolution prior to proceeding to a third party.

**Section 3.2** Designation of Stewards shall be either on an organizational or a geographical basis. Representational areas and numbers of Stewards will be determined by mutual agreement between the CO's designated representative and the Unit Chairman. Prior to implementation of any reorganization which affects representational areas, the designated representative and the Unit Chairman shall establish, by mutual agreement, the representational requirements. If agreement is not reached, the Commanding Officer (or designated representative) and the President (or designated representative) will meet to resolve the issue.

**Section 3.3** (a) For each representational area there shall be one Steward designated by the Unit Chairman to represent only the employees of that area. In the event of the absence from work of the Steward, the Senior Steward for the representational area shall act in the Steward's place.

(b) Stewards will be provided reasonable and necessary official time during working hours to discuss, investigate and resolve employee complaints/grievances (normally, not to exceed one hour); attend first step grievance meetings and interface with first line supervisors on matters of mutual concern.

(c) Stewards are expected to perform their regularly assigned duties at all other times. Requests for exception will be discussed between the CO's designated representative and the President of the Union (or designated representative).

**Section 3.4** (a) Senior Stewards will be provided reasonable and necessary official time to process second step grievances (normally not to exceed one hour); attend second and third step grievance meetings; and interface with second and third level supervisors on matters of mutual concern.

(b) Senior Stewards are expected to perform their regularly assigned duties at all other times. Requests for exception will be discussed between the CO's designated representative and the President of the Union (or designated representative).

**Section 3.5** (a) The Union shall designate one Unit Chairman to carry out those functions set forth for the Unit Chairman under the terms of this Agreement. The Union shall designate one Alternate Unit Chairman who shall function only in the absence from the activity of the Unit Chairman. It is understood and agreed that the selection of Unit Chairman is vested exclusively in the Union.

(b) The Unit Chairman will be provided reasonable and necessary official time, a maximum of 30 straight time hours per week to:

(1) Meet with CO's designated representative regarding representational areas.

(2) Designate Senior Stewards and Stewards.

(3) Meet with AMOs designated by the Employer regarding third step and merit promotion grievances; coordinate with the Employer when an outside Union representative visits the activity; maintain liaison with the Occupational Safety and Health Manager; and meet with the Commanding Office (or designated representative) regarding matters of mutual concern in accordance with Section 2 of Article 6.

(c) The Unit Chairman is expected to perform regularly assigned duties at all other time, Requests for exception will be discussed between the AMO designated by the Employer and the President of the Union.

**Section 3.6** (a) Official time for Alternates shall only be paid when the postponement of duties until the principal returns is mutually agreed upon to be detrimental to the resolution of critical or urgent issues,

(b) It is expected in each case of representational duties for which official time is authorized, that the duties will be performed by a single Union Representative.

**Section 3.7** The following provisions shall apply to the Unit Chairman, Alternate Unit Chairman, Senior Stewards and Stewards:

(a) The Union representative listed in this Section will be active employees of the Employer who have completed their probationary period.

(b) The recognized Union representatives listed above are subject to the same Employer rules regarding conduct as are all other employees.

(c) While on a formal leave of absence, no employee shall serve as a Union Representative in any of the offices listed in this section.

(d) Union representatives shall report to their regular Supervisor at the beginning of their shifts before performing such authorized representation work during working hours as provided in this Agreement..

**Section 3.8** Union representatives shall adhere to the following procedures in performing authorized representation work during working hours as provided for in this Agreement.

(a) Before performing representation work the Union representative shall request and receive approval of official time from the Supervisor, or in his absence, the designated relief, using the Employer's Official Time Form.

(b) When the representational work to be performed does not require that the Union representative leave the regularly assigned work area, or contact a Supervisor other than the representative's own, the Union representative shall request that the Supervisor note the time representational work begins and the time of its completion.

(c) When it is necessary for a Union representative to leave the regularly assigned shop to perform the duties outlined in Section 3.3, 3.4, 3.5, or 3.6, the Union representative must provide sufficient information to justify the authorization of official time. Such information will include nature of business to be conducted, destination and expected time of return. The Supervisor is responsible for making the determination regarding use of authorized time. If the Supervisor denies the request, the reason for denial will be provided on the Official Time Form. Supervisors will make their decisions promptly. If workload considerations prevent prompt release, the Supervisor will state when permission will be granted.

(d) Upon arrival at the destination, the Union representative will report to the Supervisor of that shop, or in his or her absence, to the Supervisor's relief and advise that representational business will be conducted with an employee of that shop.

(e) When leaving that shop, the Union representative shall advise the Supervisor that the representative's business has been concluded.

(f) Upon return to the representative's own shop, the Union representative shall advise the Supervisor.

(g) All of the foregoing will be recorded through an Official Time Form and the Time and Attendance System for Union and Employer man-hour budgetary and accounting purposes. The Supervisor and the Union Representative are responsible for the proper completion of the form,

**Section 3.9** (a) The President will be given reasonable and necessary official time ( a maximum of 30 straight time hours per week) to serve as the principal point of contact between the Union and the Employer and the principal party for the Union for insuring that the provisions of this Agreement are administered fairly and equitably throughout the Unit. The President and the Commanding Officer (or designated representative) will be responsible for ensuring that problems are settled at the lowest level possible.

(b) The President is expected to perform regularly assigned duties at all other times. Requests for exception will be discussed between the CO's designated representative and the President of the Union.

(c) In cases where the President is absent, the Union's Vice-president will be allowed to perform the official duties of the President provided that prior notice is given to the Employer.

**Section 3.10** Recognized Union representatives will be permitted to engage in authorized activities and will not be denied any right or privilege they would otherwise be entitled to because they are serving as a Union representative.

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**Section 3.11** Solicitation of membership, collection of dues, campaigning for Union office, activities concerned with internal Union business, or other matters prohibited by law or regulation will not be conducted on official time or during working hours of the employees involved. The Employer agrees that management officials and supervisors will not coerce, intimidate and/or harass Union representatives. Should a dispute arise under this Section, the Union President and Commanding Officer (or designated representative) will meet to resolve the situation.

**Section 3.12** The Union Recognizes the right of the Employer to assign Union representatives work outside their respective areas as necessitated by the nature of their jobs, Any such situations will be discussed with the Union



prior to implementation, Any disputes as to this Section will be discussed with the CO's designated representative and, if still unresolved, may be submitted to a third party.

**Section 3.13** The Union agrees to conduct its business in an efficient manner. Telephone communications will be used where ever practical in a reasonable effort to conserve time. To the extent practicable, Supervisors will permit Union representatives to use existing telephone facilities for on-station calls. It is expected that both parties will exercise prudent judgment and common courtesy In regard to telephone usage.

**Section 3.14** The Secretary-Treasurer will be permitted to confer with the designated representative of the Employer regarding problems associated with dues deductions. It is understood, that where practicable, this should be done by telephone/email.

**Section 3.15** The Employer agrees to make necessary arrangements for authorized representatives of the Union to visit the activity on appropriate business subject to security regulations. The Union agrees to notify the Employer in advance of such visits and the purpose thereof.

**Section 3.16** (a) The Employer agrees to provide an office to be used by the President and the Unit Chairman in the manner set forth in this Agreement and as authorized by the Employer. The Union office/complex will be used to conduct normal labor-management relations business as provided herein and to maintain records of and transmit grievances. Employees will not be permitted to visit the Union office during working hours. Exceptions will be discussed between the CO's designated representative and the President of the Union. Stewards and Senior Stewards will obtain necessary information from the union office by telephone. Stewards and Senior Steward may be excused by their respective supervisors for short periods to go to the union office for materials or information necessary and pertinent to a grievance in process.

(b) In no case shall the Union office be used for the conduct of internal union business. The Business Representative may be permitted to use the office/complex for short periods for the sole purpose of preparing to meet with the Employer's representatives in connection with functions outlined in Article 5. It is agreed that abuse of use of the Union office/complex may lead to withdrawal of this privilege by the Employer. The Employer will maintain a station phone in the Union office and permit a personal Union phone to be installed, the cost of installation and all other charges for that phone to be borne by the Union.

## ARTICLE 4

### GRIEVANCE PROCEDURE

**Section 4.1** It is the intent of the parties that differences be resolved promptly, equitably, professionally and, whenever possible, informally. The employee, union representative, supervisor or manager, management representative, and employer will be referred to as "the parties!" Most complaints arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an Informal basis at the lowest possible level. Since the prompt settlement of complaints is desirable in the interest of sound labor-management relations, informal verbal discussion of complaints between employees and the immediate supervisor is not only recommended but encouraged, This informal verbal discussion is not to be considered a step of the grievance procedure as defined and discussed in Section 4.5.

**Section 4.2** This procedure applies, without exclusion, to all matters subject to grievance procedures allowable under 5 USC Section 7121 and any such matters as may subsequently be made grievable under laws enacted during the term of this Agreement and, except as provided by law, is the sole procedure for the resolution of such matters, provided, however, that actions to separate employees during their probationary period, termination of temporary or excepted appointments, determinations of employee qualifications, adoption or nonadoption of a suggestion, approval or disapproval of an award, termination of a temporary promotion, nonselection from a properly ranked certificate of eligibles, and any matter over which the employer does not have discretionary authority, shall be excluded from this negotiated Grievance Procedure and from Arbitration.

**Section 4.3** Grievances may be presented and processed by (A) an employee on the employee's own behalf, in which case the Union shall have the right to be present at the grievance proceeding; (B) an employee represented by the Union; (C) the Union on behalf of an employee; (D) the Union in Its own behalf; or (E) the Employer,

**Section 4.4** Employee grievances (A, B and C above) will be submitted in writing on a grievance form in accordance with the following procedures:

#### FIRST STEP

**Section 4.5** An employee may present a grievance either personally or through the Steward for the employee's area. Where employees represent themselves, the provisions of this Article are to be construed as though the employee were his or her own representative; provided, however, the Union is entitled in such case to be present at each step of the Grievance Procedure to assure that any disposition reached is in compliance with the terms of the Agreement.

**Section 4.6** An employee shall notify the Supervisor that he or she desires to contact a Steward and obtain permission to contact the appropriate Steward. If their supervisor is not available, the employee should notify the Competency Office for assistance.

**Section 4.7** The Steward shall notify the employee's supervisor or relief of his or her arrival prior to discussing the grievance with the employee.

**Section 4.8** As soon as the Steward has completed the discussion and investigation of the grievance with the employee (normally such time not to exceed one hour), the Steward shall advise the employee's supervisor of the

completion of the investigation and that the parties are prepared to meet and discuss the grievance in accordance with section 4.9. If during the Steward's investigation, additional information relevant to the grievance is required, the Steward will inform the supervisor/appropriate source, of the specific information requested, Provided such information is maintained by the Employer in a form that is readily accessible, the supervisor or other appropriate source, shall provide the requested information and allow the representative a reasonable amount of time to review the material prior to the grievance meeting.

**Section 4.9** The parties shall meet immediately, or in any event within two working days, following notification that the Steward or employee, if self-represented, has requested such meeting, to fully discuss and attempt to resolve the employee's grievance, The supervisor will enter on the grievance form the First Step disposition from this meeting, to be given to the Steward within two working days following the meeting,

**NOTE: At this point in the process, the employee may elect to continue to the Second Step of the grievance procedure, or opt for mediation. The provisions outlined in Sections 4.11-13 below apply if the employee continues to the Second Step of the grievance procedure. If the employee elects mediation, that choice shall be clearly stated in the Second Step portion of the grievance form and delivered to the Human Resources Office (HRO) for processing. If the grievance is resolved in mediation, the disposition will be reduced to writing. If not resolved through mediation, the grievance process will resume at the step at which mediation was requested.**

## SECOND STEP

**Section 4.10** If it is decided to appeal the grievance to the Second Step, the Senior Steward will complete the Second Step appeal portion of the grievance form, This section shall set forth the following:

- (a) A complete statement of the grievance clearly indicating the question raised,
- (b) A statement of the remedy or correction requested of the Employer, and
- (c) The section or sections of the Agreement or regulation relied upon or claimed to have been violated, if any.

**Section 4.11** The Senior Steward shall, within 10 working days after the Supervisor's disposition of the First Step is received, deliver the grievance to the HRO. The HRO shall sign the grievance form and indicate there on the date and time it was received. If the grievance is submitted without the required information listed in Section 4.10, it will be returned to the Union as incomplete. Timeframes will not be automatically extended due to incomplete grievance forms.

**Section 4.12** The HRO will coordinate a meeting between management and the Senior Steward to discuss and attempt to resolve the grievance within 10 working days of receipt of the Second Step request, unless otherwise mutually agreed by the parties. Upon request of the Senior Steward, the aggrieved employee may attend such meeting,

**Section 4.13** Following the Second Step meeting, a written disposition, together with the grievance form, will be provided to the Senior Steward within 10 working days after such meeting.

### THIRD STEP

**Section 4.14** If the grievance is not settled satisfactorily at the Second Step, the Unit Chairman will complete the Third Step portion of the grievance form and deliver it to the HRO within 10 working days of receipt by the Union of the Second Step disposition. Such notification of appeal shall set forth the following:

- (a) A complete statement of the grievance clearly indicating the concerns raised.
- (b) A statement of the remedy or correction requested of the Employer.
- (c) The section or sections of the Agreement or regulation relied upon or claimed to have been violated, if any.

**Section 4.15** The I-HRO will coordinate a meeting between the Employer, the Senior Steward and the Unit Chairman to discuss and attempt to resolve the grievance within 15 working days of receipt of the Third Step request, unless otherwise mutually agreed by the parties, Upon request of the Unit Chairman, the aggrieved employee may attend such meeting. To the extent possible, AMOs at the Third Step, may endeavor to render bench decisions at the conclusion of the grievance meeting unless additional research or deliberation is required by the circumstances surrounding the grievance.

**Section 4.16** Following the Third Step meeting, a written disposition, together with the grievance form, will be provided to the Unit Chairman within 10 working days after such meeting.

### ADDITIONAL PROVISIONS

**Section 4.17** Arbitration, pursuant to Article 5 of this Agreement, may only be invoked by the Union or the Employer.

**Section 4.18** If a group of employees have identical grievances arising out of the same factual circumstances, generally the Union shall select one for processing, the results of which shall be binding as to all the identical grievances.

**Section 4.19** The parties recognize that each is charged with responsibility to earnestly and diligently attempt to resolve all disputes informally. Should these attempts be unsuccessful, either party may file a grievance of the type identified in Section 3 (D) or (E) of this Article. Such grievance will be initiated at the Second Step of the Grievance Procedure, Section 4.10.

**Section 4.20** If a grievance concerns disciplinary action, it will be initially submitted at the step which is above the supervisor who took the action. The time limit for filing a grievance concerning a disciplinary action is as indicated in 4.28(b).

**Section 4.21** When a non-union representative is desired by an aggrieved employee, the representative must be a Union member and a person approved by the Union.

**Section 4.22** Management must provide the Union the opportunity to attend any meeting regarding the grievance between an employee and supervisor/management official.

**Section 4.23** In the event the steward who originated the grievance is unavailable or other factors which the Union determines as cause» the Union has the right to designate a representative for any step of the grievance procedure.

**Section 4.24** If a grievance has been filed concerning an incident which subsequently forms the basis for a disciplinary action, and the employee also wishes to grieve the disciplinary penalty, the Issue(s) regarding the disciplinary penalty will be joined with the initial grievance at the appropriate step of the Grievance Procedure. Two separate grievances will not be processed.

**Section 4.25** Meetings held under Article 4 are not an adversary process; they are fact-finding discussions in an attempt to reach an adjustment. Open and frank discussions of the problems are encouraged; however, only issues that are relevant to the grievance may be raised.

**Section 4.26** (a) Time spent away from their regular jobs during working hours by the Union representatives specified in Article 3, Section 1 in the performance at work of their functions specified in this Article and Article 3 during regular duty hours will be authorized by the Employer, This will include reasonable time to permit discussion in connection with the transfer of grievances between steps of the Grievance Procedure by appropriate Union representatives. Each of the parties hereto will cooperate with the other in keeping to a minimum the time spent away from work in investigating, presenting and adjusting grievances. The Employer will not authorize time for investigation of the same grievance at the same step by more than one representative, Alleged abuses of grievance activity time shall be discussed between the Commanding Officer (or his designated representative) and the Unit Chairman (or his designated representative). The Union agrees that its representatives shall exercise their best efforts to eliminate such abuses.

(b) Time spent by aggrieved employees during regular duty hours in connection with the presentation, investigation and processing of their grievances by the appropriate Union representative, as provided in this Article, will be paid for by the Employer.

**Section 4.27** (a) The Employer may make any investigation necessary to determine the facts surrounding any grievance. However, the Employer will make no attempt to settle or dispose of grievances with aggrieved employees or with employees on whose behalf the Union is aggrieved, which were filed under the procedure outlined herein, except in the presence of the appropriate Union representative.

(b) The Employer agrees that the authorized Union representatives set forth in Article 3 shall not be hindered, coerced, restrained or interfered with in the performance of their duties of investigating, presenting and adjusting grievances as provided in this Agreement. Alleged abuses of this subsection (b) shall be discussed between the Commanding Officer (or his designated representative) and the President of the Union (or his \_\_\_\_\_ designated representative). The Employer agrees that its representatives shall exercise their best efforts to eliminate any such abuses,.

#### **TIME LIMITS**

**Section 4.28** (a) There is no responsibility on the Employer to make an adjustment of a grievance unless it is presented within 15 working days after the occurrence of the acts or omissions of the Employer which are the basis of the grievance unless the circumstances of the case made it impossible for either the employee or the Union to know that grounds for such a claim existed prior to that date.

(b) Grievances concerning disciplinary actions must be filed within 15 workdays following the receipt of Letter of Reprimand/notice of final decision.

(c) In the event of failure by the Union to file a grievance in writing or to appeal any answer or disposition of a grievance within the time limits provided in this article, the case shall be considered withdrawn. Failure on the part of the Employer to meet any time limits will permit the Union to move the grievance to the next step.

(d) It is recognized by both parties to this Agreement that in order for the grievance procedure outlined above to work effectively and to the benefit of all concerned, it is critical that, to the fullest extent possible, all time frames contained therein are adhered to. To the extent that it will not be possible to meet pre-established time frames, it is imperative and strongly recommended that communication take place between the parties and extensions be properly requested and agreed to where necessary. Excessive instances of either party not meeting the prescribed timeframes will be discussed between the Unit Chairman and the designated AMO for resolution,

(e) Any of the periods within which any of the acts required in this Article are to be performed may be extended by written mutual agreement of the parties or their designated representatives. In computing the time within which the said acts are required to be performed under this Article, Saturdays, Sundays and holidays shall be excluded,

(f) There is no responsibility on the part of the Employer to make further adjustment of a grievance when the aggrieved employee who signed the original grievance or the employee to whom the grievance is applicable has voluntarily terminated employment with the Employer, unless the grievance involves a claim for compensation or concerns a policy matter which generally affects the bargaining unit.

**ARTICLE 5**  
**ARBITRATION**

**Section 5.1.** Grievances which have been processed through the grievance procedure outlined in Article 4 may be submitted to arbitration. Per Article 15.25, a decision on an adverse action may be/ with the concurrence of the Union, submitted to arbitration in accordance with the provisions of this Article, or may be appealed to the Merit Systems Protection Board, but not both, Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate no later than 20 workdays following receipt of the final written grievance disposition, or adverse action decision.

**Section 5.2** A panel of seven arbitrators will be randomly selected from the Federal Mediation and Conciliation Service (FMCS). The cost of processing the request to the FMCS will be shared equally by the parties. Once selected to hear a case, the arbitrator will be contacted within 14 workdays of selection for dates of availability to hear the case. Once selected, an arbitrator will not be used again until all seven have been selected. Arbitrators will not be replaced unless by mutual agreement; or no longer available to serve; or if cost for services becomes excessive.

**Section 5.3.** By mutual agreement, the Employer and the Union may submit the matter forming the basis of the grievance to mediation. The Employer and the Union will use no-cost mediation resources if available. The mediation will be scheduled at the earliest available time.

**Section 5.4.** After selecting an arbitrator, the Employer and Union will wait seven workdays to notify the selected arbitrator, to provide time for the Union and Employer to meet to try to attempt to resolve the grievance. If the matter is not resolved in that period of time, the notification will be made to the arbitrator. Within 30 days of notice of acceptance of the case by the arbitrator each party shall place in the mail to the arbitrator a brief Summary Statement stating its version of the issue or issues involved, facts material to the issue or issues, and its position with respect to such grievance, together with a copy of the grievance and grievance dispositions. Service to the arbitrator shall be made personally, by email, or by registered mail, return receipt requested.

**Section 5.5** Should a dispute arise as to the grievability or arbitrability of a grievance, that issue shall be submitted to the arbitrator for decision,

**Section 5.6** Arbitration hearings will be held at the Employer's premises during regular day shift hours of the normal basic workweek.

**Section 5.7** Should the Union intend to call bargaining unit witnesses, the list of witnesses shall be provided no less than 10 workdays prior to the arbitration hearing date. The Union Representative and bargaining unit employee witnesses, if called, will be excused from their normal duties without charge to leave, if otherwise in a \_\_\_\_\_ pay status, while participating in the arbitration hearing. Bargaining unit employees whose shift is other than the day shift and who are willing to testify on behalf of the Union or the Employer shall be temporarily assigned to the day shift for such purposes, It is understood and agreed that overtime or compensatory time will not be paid for time involved in the arbitration proceedings.

**Section 5.8** The arbitrator will be requested to render his decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing, or receipt of written closing briefs, unless the Employer or Union otherwise agree. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement; such right is the prerogative of the contracting Employer and Union.

**Section 5.9** The arbitrator's decision is binding on the Employer and the Union; however, either party may file an exception to the decision with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

**Section 5.10** The compensation and expenses of the arbitrator and of arbitration shall be borne equally by the Employer and the Union. Where not required by arbitrator, either Party shall have a right to a transcript at its own expense.

**Section 5.11**, Grievances which are appealed to arbitration and which contain continuing liability shall be given priority over all other grievances in the arbitration procedure at that time,

**Section 5.12** If an arbitrator has not been selected and notified within one year from the date of filing pursuant to Section 5.1, the request for arbitration will be considered withdrawn and neither the Employer nor the Union may seek further redress under this Article.



## ARTICLE 6

### EMPLOYER-UNION RELATIONS

**Section 6.1** This Agreement has been made in the spirit of problem resolution and reflects bi-lateralism in labor-management relations. It is the intent of the parties that labor-management disputes arising during the life of this Agreement be resolved promptly and equitably through informal discussion whenever possible.

**Section 6.2** In keeping with the above, the Commanding Officer (or his designated representative) and the Unit Chairman (or his designated representative) may meet on matters of immediate concern by mutual agreement. The party requesting the meeting will give sufficient advance notice of the matters to be discussed to permit the other party to become prepared for meaningful dialogue at the meeting.

**Section 6.3** Should either party believe that the other party has committed an unfair labor practice as defined in the Federal Service Labor Management Relations Statute, that party shall serve written notice of the alleged violation of the Act upon the other party. The party so served shall have five work days from the date of service to investigate the matter and meet with the other party in attempt to informally resolve the allegation. If the matter is not resolved after the expiration of such five day period the charging party may proceed to the Federal Labor Relations Authority. For purposes of this Section, service may only be made upon the Commanding Officer or the Union President, personally, or by registered or certified mail, return receipt requested.

## ARTICLE 7

### RIGHTS OF THE EMPLOYER

**Section 7.1** The Employer retains the right:

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

b. In accordance with applicable laws -

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

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

(3) With respect to filling positions, to make selections for appointments from:

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

(ii) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the Employer 's mission during emergencies in accordance with law, rule and regulation and this Agreement.

**Section 7.2** Nothing in this Article shall preclude any agency and any labor organization from negotiating:

a. Procedures which management officials of the agency shall observe in exercising any authority under this section, or

b. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 8

### RIGHTS OF THE UNION

Section 8.1 The Union is entitled to act for and to negotiate agreements covering all employees in the Unit.

Section 8.2 The Union has the right to present its views to the Employer at the lowest appropriate level as provided by this Agreement, if either party so requests, the parties will meet promptly in an effort to resolve the matter.

Section 8.3 The Union has the right to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the Unit.

Section Officials of the Activity will meet at reasonable times with representatives of the Union to confer with respect to personnel policy and practices and matters affecting working conditions, so far as may be appropriate, subject to law and policy requirements.

Section 8.5 It is agreed and understood that matters appropriate for consultation and/or negotiation between the Employer and the Union are policies, programs, procedures and practices, or other matters relating to or affecting general working conditions of employees in the Unit which are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work. Consultation and/or negotiation means the serious exchange of views and positions, either orally or in writing, on matters affecting Unit employees. Both parties will attempt to reconcile the other party's views with their own.

Section 8.6 It is recognized that this Agreement does not alter the responsibility of either party to meet and confer with the other regarding matters concerning working conditions not covered by this Agreement, and which affect Unit employees. It is further agreed that the Employer will, in the absence of compelling circumstances, meet and confer with the Union before action is initiated to implement changes affecting Unit employees.

Section 8.7 It is the intent of this Article that any matter involving the Unit employees shall be discussed with the other party in an effort to improve labor-management relations, Either party desiring or having a requirement to consult and/or negotiate with the other shall give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the problem which generated the cause of such discussion.

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Section 8.8 If either party takes issue with the other party as to whether a matter is appropriate for consultation and/or negotiation, the matter may be submitted to the Federal Labor Relations Authority for determination. Both parties agree to abide by the decision of the Federal Labor Relations Authority.

Section 8.9 The Union will be provided an opportunity, to brief employees regarding their rights and entitlements.

## ARTICLE 9

### RIGHTS OF THE EMPLOYEES

**Section 9.1** 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 under the Statute, such right includes the right—

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

(b) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Statute.

## ARTICLE 10

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 10.1** The parties to this Agreement have a paramount responsibility to assure that no employee is discriminated against based on age, race, color, religion, sexual national origin, disability or genetic information in any matter of employment, Any employee believing that an act of discrimination has been committed which has adversely affected the employee may pursue the matter through the negotiated grievance procedure or through regulatory procedure but not through both.

**Section 10.2** The EEO Advisory Committee/Sub-Committees shall furnish the Union with a copy of all minutes of meetings conducted. The Union shall be permitted to bring matters of concerns to the EEO Advisory Committee/Sub-Committees.

**Section 10.3** EEO Complainants are entitled to a personal representative of their choice during all stages of the complaint process. It is agreed that official time will be in accordance with appropriate Navy regulations.

**Section 10.4** Any formal discussions relating to the employee's complaint shall be conducted in accordance with the Statute, as appropriate.

## ARTICLE 11

### SAFETY

**Section 11.1** The parties agree to jointly participate in the Occupational Safety and Health program in order to create and maintain safe and healthful working conditions for each unit employee. The parties agree that the foundation of an effective Occupational Safety and Health (OSH) Program is a high level of awareness of and personal accountability for safety and health practices and procedures on the part of each employee and manager at the command.

**Section 11.2** The Employer agrees to provide and maintain safe and healthful working conditions. In this regard, the Employer will provide protective equipment or clothing that may be required by the Employer's rules in the performance of assigned duties. When employees are required to perform hazardous work, the employees will be adequately supervised to ensure a safe and healthful work environment is maintained. Restrooms will be kept in a clean and sanitary condition, well ventilated and with hot water (except in remote areas where utilities are not available). Soap and towels will be provided by the Employer.

**Section 11.3** Employees are responsible for complying with all safety regulations, properly using and wearing required personal protective gear, using safe methods, proper tools and performing assigned duties in a manner that will protect themselves, co-workers, equipment and materials from accident, and for practicing good housekeeping. Employees are also responsible for reporting unsafe/unhealthful conditions.

**Section 11.4** In accordance with safety regulations, employees shall consume food or beverages only in designated lunchrooms. Employees will be allowed two 20 minute breaks (the twenty minutes includes any and all clean-up) during an eight hour shift.

**Section 11.5** The Union will participate in developing safety consciousness and a positive attitude for occupational safety and health by encouraging employees to use and wear personal protective gear to work in a safe manner and to practice good housekeeping. It is agreed that the practice of good housekeeping includes all areas in and around work spaces. The Employer and the Union recognize that plant cleanliness is of paramount importance to our viability as a business entity. To that end, both parties are committed to, and encourage employee participation in improving and maintaining the quality of our facilities by encouraging cleanliness and pride in the workplace.

**Section 11.6** The Shop Safety Person is an essential part of the Occupational Safety and Health Program, generating awareness at the shop level of the requirements necessary for an effective program and assisting management in the detection and correction of potentially hazardous conditions. The appropriate Union Steward will recommend up to three (3) candidates to serve as Shop Safety Person for a one-year period. (The employees are not restricted to one year if no additional interest is identified.) The first line supervisor will normally make the final selection from among these candidates. The supervisor will then make arrangements with the area Safety Specialist for indoctrination of the newly designated Shop Safety Person.

**Section 11.7** The Employer and the Union agree that a strong Safety Committee structure is vital to communicate required actions and ensure a high level of safety accountability and awareness throughout the plant. The Safety Committee structure is also the major link for the Occupational Safety and Health Office to

communicate general safety information, and new practices or procedures applicable to all unit employees. Safety Committee members will be identified and appointed in accordance with current instructions.

**Section 11.8** In the interest of promoting safety awareness, the Unit Chairman will be scheduled for appropriate safety training. The Unit Chairman is encouraged to maintain liaison with the Occupational Safety and Health Manager to exchange ideas on safety and to discuss the latest developments in safety and accident prevention pertaining to operations.

**Section 11.9** The Employer will furnish accident trend data upon request by the Union. Copies of the Employer's rules and regulations governing safety and accident prevention will be furnished to the Unit Chairman.

## ARTICLE 12

### CONTRACTING

**Section 12.1** It is understood that the contracting of work typically performed by Unit members, or the use of contract personnel to perform Agency work, is within the discretion of the Employer. The Employer, however, agrees to inform the Union President or designated representative of such situations and considerations during pre-decisional discussions and to consult and/or negotiate, as appropriate, over any adverse impact on Unit employees. Such discussions may include dialogue concerning business case analysis and options for accomplishing the work. The Employer also agrees to provide status information on any such situation upon the Union's request, Notification will be made by the Commanding Officer, or his designated representative.

**Section 12.2** In the event that bargaining unit work is contracted out, the Employer agrees to provide strong consideration to reassignments as a placement option. Further, the Employer agrees, as with other similar situations, to provide job placement assistance and/or retraining where appropriate to minimize displacement actions caused by the contracting. In the event that retraining or reassignment is not practicable, the employer will provide the Union with the names and shops of employees impacted.



**ARTICLE 13**

**HOURS & SPECIAL PAY PROVISIONS**

**HOURS OF WORK & BASIC WORK WEEK**

**Section 13.1** The basic workday will be eight hours and the basic workweek will be forty 40 hours and will extend Monday through Friday.

**Section 13.2** The regular starting times of the three major shifts will be:

1st Shift: 0600; 2<sup>nd</sup> shift: 1400; 3<sup>rd</sup> shift: 2200. Shift times may be adjusted a maximum of 30 minutes with prior notification to the Union and two weeks notification to affected employees,

**Section 13.3** Other basic work schedules and shift hours may be established under conditions where the facility would otherwise be seriously handicapped in carrying out its mission or where the head of the agency has determined that costs would be substantially increased if such changes were not made. In this regard, changes will be discussed with the Union prior to becoming effective.

**SHIFT ASSIGNMENTS**

**Section 13.4** (a) Commensurate with workload commitments, facilities and space, the Employer will assign employees to the first shift.

(b) Assignments of employees to the second and third shifts will be made to the extent necessary to support and carry out the mission of the Employer and will be for a minimum of 12 weeks. It is agreed that temporary shifts or shift assignments of less than 12 weeks may be required occasionally to meet workload commitments or to accommodate unusual or difficult problems with personnel.

(c) When second and third shift assignments are required (and there are no volunteers) they will be based on the following:

(1) Progression from first to second and then to the third shift, if applicable.

(2) Be based on qualifications to do the job. Management will determine qualifications, and to the extent practicable, will insure that employees receive required training to become qualified and that rotation is equitable.

(3) Employees who have been assigned and served a minimum of 2 weeks on night shift(s) and request return to the first shift have the right to do so. If volunteers are not available:

1st	2nd	3rd
Senior on	Junior on	Junior on
Shift	Shift	Shift

**EMPLOYEE REQUESTS**

**Section 13.5** (a) The Employer and the Union agree that employees requesting a change of shift will be given every

consideration in an attempt to satisfy the request. When such a request is made, employees on the shift requested will be polled and, if a qualified volunteer is available, the request will be approved. In keeping with the concept that the first shift is the primary shift, it is the intent of this agreement that:

(1) An employee on first shift requesting assignment to a night shift shall not displace an employee on second or third shift unless there is a volunteer who agrees to move;

(2) Where an employee has requested a night shift assignment and has served a minimum of 12 weeks on that shift, he/she may request to return to first shift. If there are no volunteers to accommodate the request, a replacement will be determined using the provisions of Section 13.4 above and the employee will be rotated to the day shift unless workload considerations or mission requirements dictate otherwise;

(3) An employee on second shift does not have the right to effect rotation to third shift and cannot displace an employee on that shift unless a third shift employee volunteers to move.

(4) If an employee on third shift desires to return to first shift, in keeping with the normal order of shift rotation, employees on second shift will be given first opportunity to volunteer as replacements. If there are no volunteers from second the first shift will be polled. If there are no volunteers, shift rotation will be effected.

(b) The following conditions will provide the basis for temporary excusal from assignment to the second or third shift:

(1) Physical condition or illness that might be aggravated by shift work, as determined by the Occupational Medical Officer;

(2) Illness in the immediate family requiring the employee's presence during the specific hours involved, as verified by a doctor's statement and confirmed by the Occupational Medical Officer;

(3) National Guard duty, or other military obligations requiring employee's presence. Verification by the military officer in charge is required.

Supervisors are responsible for reviewing the status of employees excused from shift duties to ensure that reasons for excusal remain valid.

If inequities arise with respect to the shift rotation provisions outlined above, the parties shall meet and attempt resolution. Mutual agreements of change in the policy will be incorporated.

**Section 13.6** Work shifts will normally consist of eight hours; plus minute non-paid lunch period. Under \_\_\_\_\_ normal circumstances this lunch period will begin four hours from the start of the shop's regular work shift.

**Section 13.7** Employees will be prepared to start productive work at the beginning of the shift. Employees will be allowed adequate cleanup time prior to lunch and the end of the shift. Inequities or abuses shall be resolved by discussion between the appropriate Steward and the Supervisor.

**Section 13.8** In cases of interrupted or suspended operations when required advance notice cannot be given, eligible employees who cannot be assigned to other work will be administratively excused for the remainder of the work shift.

**Section.13.9** The Employer will maintain records of all employees in the Unit. To the extent permitted by the Privacy act, the Union will be permitted access to such records, Requests will be made in writing and if denied, the reason for denial will be made in writing.

## **OVERTIME**

**Section 13.10** Time and one-half will be paid for time worked over 40 straight-time hours per workweek,

**Section 13.11** Time and one-half will be paid for time worked over eight straight-time hours per day,

**Section 13.12** Employees who work the second and third shifts shall receive the appropriate shift differential as provided by law or regulation.

**Section 13.13** (a) Overtime work shall be paid at the appropriate rate in accordance with current pay regulations.

(b) Extra work in periods of overtime operations will be equitably (as equally as possible) distributed among the employees who are (1) in the same shop, and (2) in the same classification or performing similar work, and (3) capable of performing the work,

(c) Use of approved annual leave or sick leave by an employee during a work week shall not be considered in making assignments to overtime work, except that overtime need not be assigned to employees who are not at work on their regularly assigned shift immediately preceding the overtime period.

(d) Employees will be notified of overtime assignments as soon as practicable, but not later than the first four hours of the shift preceding the overtime assignment. Exceptions may be made where the nature of the work operations are such that advance notice of the requirement to work overtime cannot reasonably be given,

(e) The employee overtime record for each over time group, as defined in (b) above, will be openly displayed in the Shop in such a manner that the employees involved may check their standing. Such records shall be maintained on a calendar-year basis, subtotaled quarterly. Transfers into an established shop overtime group will be entered at the group average. Employees who are assigned to work overtime outside their overtime group shall have that overtime recorded on their permanent overtime group records

(f) Overtime not worked for any reason shall be counted as overtime worked for the purposes of the Section. All overtime paid shall be recorded as overtime worked, Should a situation arise where there is a requirement for overtime and two or more employees have the same amount of overtime worked as defined in this section, the employee with the most overtime actually worked will have preference over whether to work or not work the overtime assignment.

(g) Any employee called back to work on an overtime basis shall receive at least two hours work or, if no work is assigned, two hours pay, subject to applicable regulations.

(h) When an employee is scheduled to work a full shift on Saturday or Sunday and the Employer, on that workday, determines the employee's services are not needed for the entire eight hour shift, the employee, in accordance with regulations, may be relieved from duty after two hours work, or such additional time as the Employer may find necessary to complete the work. In such cases, the Employer will notify the employee during the first four hours of the shift whenever possible.

(i) Qualified employees in an overtime group will be offered overtime work in inverse order of accumulated overtime hours and if assignment then becomes necessary qualified employees will be assigned in similar order.

(j) During overtime assignments, the Employer will make a reasonable effort to assure availability of food for those affected employees Exceptions to the foregoing may be made only when authorized by the Employer, The cost of food shall be borne by the employees concerned.

(k) Employees who are out of the shop for a period of two weeks or longer, upon return to the overtime group, will be given the group average.

## **HOLIDAYS**

**Section 13.14** Eligible employees will be entitled to all holiday benefits which are now or will be in the future prescribed by law or Executive Order. Such benefits will be afforded to employees in accordance with applicable directives

**Section 13.15** Employees who do not work holidays shall receive eight hours pay at their regular hourly rate plus any appropriate shift differential. Employees required to work on a holiday will be compensated at the appropriate holiday premium.

**Section 13.16** Holidays will be observed in accordance with applicable law, rule and regulation.

## **ENVIRONMENTAL DIFFERENTIAL PAY**

**Section 13.17** Environmental differentials will be paid for exposure to hazards, physical hardships, and working conditions of an unusual nature in accordance with OPM Federal Wage System Operating Manual, Subchapter S87, and Appendix J. It is mutually understood that each local environmental pay situation, to be payable, must be comparable to the illustrative examples of defined categories contained in the manual. Where a local situation is not covered by one of the defined categories, but is considered by the AMO to be sufficiently unusual in nature so as to warrant payment of an environmental differential, action will be taken to request approval from higher level authority to authorize payment for the proposed environmental differential.

**Section 13.18** It Shall be the policy of the Employer to eliminate or reduce to the lowest level possible all hazards, physical hardships and working conditions of an unusual nature for which environmental differential is authorized. In those cases where corrective action cannot be taken, or until proper corrective action is taken on those that can, the Employer will initiate action to properly compensate employees exposed to these conditions. It is also the policy of the Employer to Initiate continuing positive action to eliminate, wherever possible, danger and risk which contributes to or cause these hazards, physical hardships or working conditions of an unusual nature beyond that normally to be expected in performing duties of the job classification, When personal protective devices or engineering controls are later provided or developed which will effectively control a previously authorized pay situation, the authorization for this environmental differential will be withdrawn. In these instances, the employees impacted will be provided 15 days advance written notice of the abatement action and/or withdrawal of their environmental pay. The notice will contain the reasons for such withdrawal.

**Section 13.19** It is agreed that supervisors, when assigning any Unit employee to work for which an environmental differential is authorized and approved, will so notify the employee.

**Section 13.20** When an employee is exposed to more than one category for which environmental differential is payable on an actual exposure basis, the employee shall be paid for the exposure which results in the highest differential. Not more than one (1) differential shall be paid for the same hours of work.

**Section 13.21** If at any time during a job assignment an employee, or Union Representative in the area, believes that an authorized environmental pay is warranted, the employee or Union Representative, will first discuss the matter with the immediate supervisor of the work. If the immediate supervisor is unable to alleviate the condition, or otherwise resolve the issue, the employee or Union Representative will complete a formal request for Environmental Pay Determination Form (Exhibit A) and deliver it to the Human Resources Director (HRD). Where such request is made by other than a Union representative, a copy of the formal request will be sent to the Union.

**Section 13.22** The Industrial & Logistics Group Director (6.0) will investigate the request obtaining expert assistance from the Human Resources Office and the Occupational Safety and Health Manager and also a recommendation from that individual prior to making a decision to approve/disapprove the request. If determined to be necessary, the investigation may include an on-site review of the work or conditions giving rise to the request.

The agency will establish an Environmental Differential Pay Committee which includes one Union designated member, to meet semi-annually or more frequently as needed, in order to review environmental pay concerns which affect employees. The Committee will ensure consistent application of environmental pay to employees.

**Section 13.23** The Industrial & Logistics Group Director will consider the information and make a determination to approve or disapprove the request for Environmental Pay. If the request is approved or denied, both the union and employee will be notified.

**Section 13.24** Where a local situation is not covered by one of the defined categories, but is considered by the Director to be sufficiently unusual in nature so as to warrant payment of an environmental differential, action will be taken to request approval from higher level authority. The employee will be notified of the action, with a copy to the Union.

**Section 13.25** Any dispute regarding entitlement to environmental differential not resolved by the decision of the Industrial & Logistics Group Director (6.0) may be submitted to arbitration in the manner set forth in Article 5 of this Agreement. EXHIBIT At TO: Industrial & Logistics Group Director (6.0)

VIA: \_\_\_\_\_ Shop \_\_\_\_\_ Building \_\_\_\_\_

FROM: \_\_\_\_\_ Shop \_\_\_\_\_ Building \_\_\_\_\_

1. I believe that an environmental differential is warranted because:

\_\_\_\_\_ Unusually hazardous working conditions \_\_\_\_\_

\_\_\_\_\_ working with toxic or explosive substances \_\_\_\_\_

\_\_\_\_\_ other \_\_\_\_\_

and request an investigation and determination.

Requestor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Received by Supervisor \_\_\_\_\_ Date \_\_\_\_\_

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To: \_\_\_\_\_

(REQUESTOR)

Your request is being investigated. Estimated completion date \_\_\_\_\_

## **BENEFICIAL SUGGESTIONS**

**Section 13.26** Employees are encouraged to participate in the Beneficial Suggestion Program. Employees are also encouraged to discuss their written suggestion with their immediate supervisor prior to submission to ensure that the suggestion is sufficiently described for evaluation. The Union recognizes that the decision to accept or reject a beneficial suggestion is a retained right of the Employer,

**Section 13.27** The Employer will acknowledge receipt of the suggestion as soon as possible and will keep the employee who provided the suggestion advised of the status of the suggestion. Every reasonable effort will be made by the Employer to process suggestions in an expeditious manner,

**Section 13.28** Suggestions not adopted will be rejected in writing. The employee who provided the suggestion may request reconsideration of a suggestion through a personal interview and may, upon request, be represented by a Union Steward in any dealings arising out of such a request.

## **CIVIC RESPONSIBILITIES**

**Section 13.29** In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave not to exceed eight straight-time hours per day consistent with regulations and workload requirements. If an employee is called for the above civic duties, the employee shall notify the Employer promptly and shall submit a true copy of the summons for jury service. Upon completion of the service, the employee shall present to the Employer satisfactory evidence of time served on such duty, together with any jury fees received. Allowances received for meals, transportation, etc., may be retained by the employee.

**Section 13.30** Second and Third shift employees who perform court services during the day will be granted court leave for the regularly scheduled tour of duty and are entitled to the night shift differential.

**Section 13.31** When an employee is called as a Government witness to testify in an official capacity as a Federal employee, the employee is considered to be in an official duty status. The employee may not accept witness fees of any kind. An employee serving as a Government witness (Federal, State, or local) in a non-official capacity will be granted court leave. Such employee will not accept witness fees but is entitled to expenses incidental to witness duty. When an employee appears in court as a non-Government witness and not in the employee's official capacity, the absence from duty must be charged as either annual leave or leave without pay. Such employee is entitled to the usual fees and expenses. When an employee is subpoenaed to testify, in private litigation, in an official capacity, the employee will be considered to be in a duty status, and can retain reimbursement for actual expenses only. All witness fees and allowances will be collected in accordance with the Navy Comptroller Manual.

**Section 13.32** When an employee who has been granted court leave of absence with pay is excused from jury duty for one day or even a substantial part of a day, and in those cases where time and travel permit, and where no hardship results (normally three hours or more) the employee shall be expected to return to duty or be charged annual leave or leave without pay for the time the employee would have been expected to work had the employee returned to duty.

**Section 13.33** The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in approved charity drives; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute, or is not able to contribute, nor will any reprisal action be made against an employee who refrains from contributing. It is agreed that the principle of true voluntary giving to approved fund-raising campaigns shall be upheld.

**Section 13.34** The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. Administrative excused time will be given to eligible employees to vote in National, State, or Municipal elections or referendums consistent with applicable Federal rules and regulations. It is understood that excused time granted to vote under this provision or to register under Section 13.35 is subject to workload considerations. Employees desiring to vote in any election or referendum shall be excused by their immediate supervisor under the following standards:

(a) Within commuting distance - Where the polls are not open at least three hours before or after an employee's regular working hours, the employee shall be excused for whatever amount of time will permit reporting for duty three hours after the polls open or to leave three hours before the polls close, whichever requires less excused time,

(b) Beyond commuting distance - An employee whose place of voting is beyond normal commuting distance and in a location where absentee ballots are not permitted may be excused, not to exceed one day, for the necessary trip. Time in excess of one day must be charged to leave, but the Employer shall observe a liberal leave policy for this purpose, It is understood that employees who do not intend to vote are not entitled to such time off.

**Section 13.35** Excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished in a non-workday or non-duty hours.

**Section 13.36** The Union and the Employer support blood donation and encourage the participation of all employees in order to assure an available supply of blood for the benefit of employees and their dependents. At the discretion of the appropriate supervisor in relation to workload manpower requirements, eligible employees who volunteer to donate blood will be granted up to four hours without charge to leave for the purpose of making such donations. Employees are urged to make requests for absence for blood donation at least three days in advance. If a request for absence is denied, the supervisor will inform the employee, when possible, of the approximate date a request may be granted. Supervisors are urged to schedule such excusal for the last four hours of the workday or the first shift. Should recuperation time beyond the four hours be required, employees shall be granted sick leave. The Employer and the San Diego Blood Bank may arrange for blood donation services aboard the Station. In that event employees of the unit may either donate then or under the procedures outlined above,

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**Section 13.37** (a) The Employer and the Union agree that alcohol and drug related problems interfere with the efficient and safe performance of an employee's duties and impact unfavorably on productivity.

(c) In this regard, the Employer and the Union mutually agree to provide strong support to the Employee Assistance Program consistent with the efficiency of operations and the party's mutual desire to maintain fairness, discipline and morale. .

### **INCOMPLETE DAY'S WORK**

Section 13 .38 An employee who is injured on the job during the first eight hours of the regularly scheduled shift and is sent home because of such injury will receive the regular straight-time hourly rate for the time actually worked and for the balance of the first eight hours of the scheduled shift. If the injury occurs after eight hours have been worked, the employee will receive time and one-half for those hours worked in excess of eight. If the injury occurs on a weekend the employee will be paid for actual hours worked.

### **PARTICIPATION IN WAGE SURVEYS**

**Section 13.39** It is understood by the parties that under present procedures the Union may be designated the "Lead Union" for participation in the Department of Defense area wage surveys. The union will request (from the Commanding Officer or his designated representative) time during work hours for designated representatives to participate in the wage surveys. The request will not be unreasonably denied in accordance with law and applicable directives.



**ARTICLE 14**  
**LEAVES OF ABSENCE**  
**ANNUAL LEAVE**

**Section 14.1** Employees shall accrue and may be granted annual leave in accordance with applicable directives.

**Section 14.2** Annual leave to an employee's credit may be granted at any time during the year when requested sufficiently in advance and when workload and manpower requirements permit, When it is necessary to disapprove a written request for annual leave the supervisor will indicate in writing the reason for disapproval.

**Section 14.3** If for any reason the Employer schedules a shutdown of the Activity, and work cannot be provided for employees not having annual leave to their credit, advance annual leave may be granted to eligible employees to cover the period of shutdown operation, not to exceed the amount of leave the employees would earn during the current year, in accordance with applicable directives.

**Section 14.4** Annual leave for vacations will be scheduled in such a way that workload and manpower requirements of the Employer can be met throughout the year. Approximately 80% of the leave an employee plans to use during the year should be scheduled in advance. The remaining 20% of an employee's leave may be requested on an unplanned basis as the year progresses. Employees will be given the opportunity to indicate desired length and preference of dates for vacations, after which supervisors will prepare a vacation schedule for the year.

In scheduling vacations, supervisors will give due consideration to personal factors such as employees' expressed preferences, leave balances, rates of accrual, and skills and qualifications in relation to the shop workload requirements.

Once the vacation schedule has been established, every reasonable effort will be made to adhere to it. Rescheduling or cancellation may only be done due to unforeseen circumstances or urgent workload requirements. Whenever this situation arises, employees will be given as much advance notice as circumstances will allow, and will be advised of the reason for rescheduling cancellations.

**Section 14.5** It is the employee's responsibility to report an unplanned absence to the employee's immediate supervisor (or, if unable to contact the supervisor, the Competency Office) within three hours following the employee's normal starting time at work unless impracticable to do so. Such report does not constitute approval of the leave request. Telephone numbers will be provided to employees on an annual basis or when transferred to a new supervisor.

**Section 14.6** The Employer will maintain a liberal policy in granting requests for annual leave for religious observances.

**Section 14.7** Upon request, employees will be granted annual leave on the anniversary of their birthday or on any other day in their birth month, when sufficient notice has been given to the first line supervisor unless schedules and workload in the group to which the employee is assigned could not reasonably be met as a result of

the absence. In the case of disapproval, the supervisor shall notify the employee in writing of the reason for disapproval,

**Section 14.8** In the event of a death in the family, employees, upon request, will be granted annual leave,

### **SICK LEAVE**

**Section 14.10** Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations, Approval of sick leave will be granted to employees when they are incapacitated for performance of their duties by sickness, injury, medical, dental or optical treatment or examination. The employee shall notify the immediate supervisor (or, if unable to contact the supervisor, the Competency Office) of the employee's incapacitation for duty as soon as possible after the start of the employee's shift) but normally not more than three hours after the shift begins, Approval of sick leave for prearranged medical, dental or optical appointments must be secured in advance.

**Section 14.11** An employee will normally be required to furnish a medical certificate to substantiate a request for sick leave in excess of three continuous workdays. An employee's signed statement explaining the nature of the illness may be accepted where it is unreasonable to require a medical certificate because the illness does not require the services of a physician.

**Section 14.12** (a) Medical documentation may be requested as determined by management and as provided for under the applicable provisions of 5 C.F.R. 630.405(a). Management will counsel an employee prior to the employee being placed on a letter of medical requirement. Supervisors will review the sick leave record of those employees required to present a medical certificate for each sick absence at least each six months to determine if the requirement should continue or be cancelled, During such review the Employer shall have present the employee involved and the Steward if requested by the employee,

(b) If review of the sick leave record of an employee under a requirement to present medical certification shows that the record of leave usage for medical reasons has not improved, the employee may be issued written notice that approved leave (annual leave or LWOP) in lieu of sick leave will not be granted if the employee has insufficient sick leave to cover the absence.

(c) In certain circumstances where the actions described in Sections 14.12 (a) and (b) have been taken, and the employee provides evidence of serious illness requiring hospitalization, accrued annual leave or leave- without-pay may be approved, These exceptions will be discussed between the AMO and the President of the Union (or designated representative).

**Section 14.13** Advance sick leave not to exceed 30 days will be approved providing the employee meets the following conditions:

- a. the employee is eligible to earn sick leave;
- b. the employee's request does not exceed 240 hours, or for temporary employees only the amount to be earned during the period of temporary employment if appropriate;
- c. there is no reason to believe the employee will not return to work after having used the leave and the employee has sufficient funds in his or her retirement account or any other source of monies owed to the employee by the Government to reimburse the Employer for the advance, should the employee not return to work;

- d. the employee has provided acceptable medical documentation of the need for advance sick leave; and
- e. the employee is not subject to leave restriction.

**Section 14.14** Employees returning to duty from sickness or injury with temporary limitations placed on their ability to perform their regular duties, as determined by the Medical Officer, may be provided work within these limitations. The Medical officer will give due consideration to the findings of an employee's physician, when an employee submits a physician's statement.

#### **FAMILY AND MEDICAL LEAVE ACT**

**Section 14.15** The Family and Medical Leave Act (FMLA), enacted by Public Law 103-3, provides unpaid family and medical leave for Federal employees covered by the annual and sick leave system established under Chapter 63 of Title 5, United States Code. Employees serving under an intermittent appointment or temporary appointment with a time limitation of one year or less are excluded from coverage. It is the intent of the parties to follow the applicable and current requirements and provisions of 5 C.F.R §§ 630.1201 through 1212, Subpart L and to afford employees the current entitlements therein described,

**Section 14.16** Pursuant to the provisions of 5 C.F.R, § 630.1201 through 1211.11, Subpart L, an employee shall be entitled to a total of 12 administrative workweeks of unpaid leave (Leave-Without-Pay) during any 12- month period for one or more of the following reasons:

- (a) birth of a son or daughter and care of newborn (within 1 year after birth);
- (b) placement of a son or daughter with employee for adoption or foster care (within 1 year after placement);
- (c) care for spouse, son, daughter, or parent with a serious health condition; or
- (d) serious health condition of employee that makes employee unable to perform duties of his or her position.

**Section 14.17** An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA (i.e., Leave Transfer Program), FMLA leave is in addition to other paid time off available to an employee.

**Section 14.18** An employee must provide notice and medical certification in accordance with the provisions of law, rule and regulations governing FMLA.

#### **LEAVE WITHOUT PAY**

**Section 14.19** Employee(s) request(s) for leave without pay will be granted in accordance with applicable regulations and the terms of this Agreement, Employees having such requests denied shall receive the denial in writing and such denials shall include the reason therefore.

**Section 14.20** Union officers and Senior Stewards will each be given eight hours administrative leave per year to attend training sessions of mutual benefit to the Employer and the Union so long as the request meets the requirements of appropriate authority and is forwarded to the Employer five workdays prior to the day of requested excusal, The Employer agrees to consider requests for up to eight hours administrative leave for Stewards each year to attend training sessions of mutual benefit to the Employer and the Union so long as the request meets the requirements of appropriate authority and is forwarded to the Employer five workdays prior to the day of requested excusal. Employee(s) elected or selected to represent the Local Lodge at conferences or

conventions or state or national or regional meetings shall be granted annual leave or leave without pay as requested so long as the request meets the requirements of appropriate authority and is forwarded to the Employer five workdays prior to the first day of requested excusal. Nothing herein precludes the Employer from granting such request made after the five day notification date.

**Section 14.21** No employee will be granted leave without pay if such grant would necessitate loss of annual leave.

**Section 14.22** Employees who are granted leave without pay will retain all rights permitted by law and regulation, It is the Employee's responsibility to assure that the Employer maintains a current address and phone number, The Employer agrees to continue contribution to those programs to which an employee in leave without pay status has maintained entitlement. An employee in a leave without pay status shall be notified at least 30 days prior to termination of any benefit.

**Section 14.23** Unit employees elected to or selected for full-time Union positions may request and be granted leave without pay for a period not to exceed one year, Additional requests will be given' priority consideration by the Employer,

## ARTICLE 15

### PERSONNEL ACTIONS, DETAILS, PROMOTIONS, FIELD SERVICE

**Section 15.1** The Employer reserves the right to fill any position, temporarily or permanently, by any means consistent with law and the regulations of appropriate authorities.

**Section 15.2** When a position in the Unit is to be filled by assignment of an employee to a different competitive level for more than thirty days, the Employer will process a personnel action documenting the assignment.

**Section 15.3** Any employee may be detailed to an established higher-grade unit position not to exceed 30 calendar days. An employee assigned to an established higher-grade unit position in excess of 30 calendar days will, if qualified, be temporarily promoted.

**Section 15.4** Any employee may be temporarily promoted not to exceed 120 calendar days without using the Merit Promotion procedures in accordance with current regulations .

**Section 15.5** The Employer agrees to notify the Union, and negotiate as appropriate, any change to how promotional opportunities for unit positions are processed.

**Section 15.6** Candidates who apply for unit positions but are not selected, upon their request, will be permitted by their supervisor to discuss the matter with the selecting official. Upon request, the employee may be represented by a union steward.

#### REDUCTION IN FORCE

**Section 15.7** All reductions in force will be carried out in strict compliance with applicable laws and regulations.

**Section 15.8** The Employer agrees to notify the Union of any proposed reduction in force as soon in advance as possible. The Employer further agrees that it will notify the Union of the approximate number of employees affected, the date the action is to be effected, and the reason for the reduction in force. Upon request of the Union, the Employer will consult and, if needed, negotiate on the impact of the reduction in force of Unit employees.

**Section 15.9** The Unit Chairman will have the right to review retention registers relative to a reduction in force of employees in the Unit

**Section 15.10** The Unit Chairman will be furnished a list of the names and classifications of Unit employees affected by reduction in force actions prior to the issuance of the reduction-in-force notices to employees.

**Section 15.11** In order to displace another employee in a same or lower rated position, an employee must be qualified to perform the duties of such position.

**Section 15.12** Any career or career-conditional employee who is separated because of reduction in force will be registered for the Department of Defense (DOD) Priority Placement Program in accordance with current regulations.

**Section 15.13** Employees demoted through reduction in force action will be given priority consideration and repromoted when a vacancy occurs in a position at the employee's former grade (or any intervening grade) unless there are compelling reasons for not doing so. To ensure full consideration, demoted employees will submit a resume to the HRO. The Employer will maintain a list of demoted employees to assure consideration of the employees for available vacancies in accordance with current regulations.

#### **POSITION DESCRIPTIONS**

**Section 15.14** Classification shall be conducted within the guidelines issued by higher authority. In any case where action is proposed to modify the job description of any position in the Unit to the extent that either the occupational series, title, grade, or qualification requirements will be affected, it is agreed that the proposed change will be discussed with the employee or employees concerned and the Unit Chairman or his designated representative prior to the effective date of the change.

**Section 15.15** When an employee believes that the duties and responsibilities described in the job description are significantly different from the continuing duties assigned and performed, the employee may request, through the Supervisor a review of the job description for content, title and grade. If the supervisor is unable to resolve the differences with an update of the job description, the Employer will conduct an audit of the employee's work assignments and discuss the matter with the employee, and if requested, the Steward, to determine if the job is properly classified, Such discussion will include an explanation of the applicable classification processes. Copies of the employee's current job description will be made available to the employee upon request.

**Section 15.16** If the employee is still not satisfied, the employee will be advised of appeal rights. The employee has the right, without fear of restraint, prejudice or reprisal, to appeal the correctness of the classification. The union will be notified regarding any meetings to be held regarding the potential change in an employee's position classification and be given the opportunity to attend such meetings.

#### **IN SERVICE REPAIR/TEMPORARY DUTY TRAVEL**

**Section 15.17** The Employer reserves the right to make assignments to duty requiring travel and will make such assignments in accordance with applicable regulations, i.e., Joint Travel Regulations and Employer Instructions, The purpose of Field Service is to provide the fleet with a highly skilled flexible workforce that reflects the highest standards of conduct and performance in its off-site mission.

**Section 15.18** The Employer shall establish proper trades, numbers and skills to ensure adequate skilled people and capacity to provide immediate support when and where needed. Workload content will determine trade requirements and field service assignments.

**Section 15.19** Consistent with the Employer's program it is agreed.

(a) Employees assigned to Temporary Additional Duty (TAD) will have demonstrated a high level of technical competence and skill, quality workmanship in their trade and dependability in their attendance.

(b) Field Service requirements will be established based on workload requirements with appropriate candidates available for workload situations in the following manner:

(l) Field Service openings will be publicized. Those individuals who believe they meet the

requirements of paragraph (a) above may apply and compete for these openings. Selections will also be based on these requirements. Once the selection process is completed and the "A" lists for each trade established, future openings will be filled from the "B" lists. Employees on the "A" lists are considered to be on Field Service and must be available for the travel rotation. Conversely, employees on the "B" lists are considered to be on standby for selection to the "A" lists as required by the Employer. Non-selection to the Field Service lists may be appealed through the grievance and arbitration process in Articles 4 (Section 4.23) and 5 of this Agreement. New advertisements in the trade will only be made when vacancies or workload determines an increase in the number of Field service personnel (either "A\*" or "B" lists, or both) is necessary. Conversely, significant workload reductions may result in vacancies not being filled.

(2) Individuals who have competed and been selected for field service assignment will be required to accept such assignments. A trip is a trip for purposes of field service assignments regardless of length or location. Assignments will be rotated in order and without exception among those individuals on the active lists as long as the needs of the Employer are met by such rotation. Where special skills, licenses or training is needed to complete a job therefore resulting in a deviation from the rotation, the Union will be notified prior to the assignment of the "A" list candidate for that particular job and provided reason(s) for deviation. Individuals on these lists will be required to maintain their eligibility (i.e., ability to travel, performance level, no disciplinary actions (letters of reprimand excluded), and adhere to Government Travel Charge Card rules and regulations in order to remain on the list. Exceptions may be made under the following circumstances:

(a) Verified short term personal emergencies (or requests for a personal hold); reported prior to assignment, will be handled by moving the individual, upon their return, to the bottom of the "A" list unless a replacement was effected from the corresponding "B" lists. If a replacement was made, the employee will be placed at the top of the "B" list pending an opening in the 'IA' list. For purposes of this contract, short term exception is defined as a period normally not to exceed 30 days. Employees may be granted such exception one time within a 12 month period,

(b) Individuals wishing to eliminate themselves from the Field Service Roster may do so by making a written request to the Field Service Office/ Supervisor. Once this request is approved the individual will be transferred from Field Service,

(c) Individual(s) on the Field Service list who sustain a work related injury, and who are unable to perform the full requirements of their rating, will be transferred out of Field Service. Upon return to full duty, the employee will be returned to the bottom of the "A" list unless a replacement was effected from the corresponding "B" list. If a replacement was made, the employee will be placed at the top of the "B" list pending an opening in the 'IA' list.

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(d) To the extent known by the Employer, matters covered by the DOD Joint Travel Regulations such as method of travel, per diem allowances, types of quarters/housing available and normal lengths of assignments will be explained to employees prior to travel, and adhered to by both parties,

**Former 15.20** The "A" lists will be available upon request from the Competency Office for review by employees or the Union. Copies of the 'IA' and "B" lists will be furnished to the Unit Chairman upon request.

**Section 15.21** The following special provisions apply to Field Service:

(a) For purposes of the Field Service, an employee who applies for and is assigned to any position that eliminates them from being available for Field Service work (Detail or Temporary Promotion), and thereby removed from the "A" list, will be returned to the bottom of the list upon completion of such assignment.

(b) Employees on Field Service assignments who are unable to resolve a complaint(s) through their immediate supervisor, or through communication with the Union, may request the Union to file a grievance on their behalf regarding the issue. The time limits for such grievance may be held in abeyance by mutual agreement between the Employer and the Union until the employee returns from the Field Service assignment.

## **DISCIPLINARY AND ADVERSE ACTIONS**

**Section 15.22** Disciplinary Actions will adhere to the required legal standard of just cause. Adverse actions shall be taken only for such cause as will promote the efficiency of the service. When deciding the appropriate corrective action, the Employer will consider such factors as the gravity of the offense, the existence of mitigating circumstances, and frequency of the offense, in accordance with law.

**Section 15.23** The parties agree to continue to use the Alternate Discipline Program for attendance related infractions. Under this program, the employer may substitute letters of reprimand in lieu of progressive suspensions (i.e., letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, etc.). The letters of reprimand, for purposes of determining past disciplinary records and appropriate penalties, will be considered as, and will carry, the same weight as suspension(s).

**Section 15.24** Employees receiving disciplinary action are limited to grieving the matter through the negotiated grievance procedure, as set forth in Article 4.

**Section 15.25** An employee receiving an adverse action may, with the concurrence of the Union, submit the matter to arbitration in accordance with the provisions of Article 5, or may appeal to the Merit System Protection Board, but not both.

**Section 15.26** Disciplinary and adverse actions will contain a statement of the employee appeal rights.

**Section 15.27** The parties agree to the principles of Chapter 71 of Title 5, Section 7114; (a), (1), (2) and (3) and incorporate those provisions into this Agreement,

**Section 15.28** Disciplinary and adverse action cases shall be handled in an expeditious manner,



## ARTICLE 16

### APPRENTICE TRAINING PROGRAM

**Section 16.1** It is agreed that the Apprentice Training Program is of mutual interest to the Employer and the Union. The objective of the program is to provide organized on-the-job and classroom training and instruction to qualified employees in order to develop skilled journey-level artisans in the trade areas necessary to the mission. The Employer will consider suggestions and comments on the program presented by the Union, .

**Section 16.2** No significant changes will be made without prior notification and consultation with the Union.

**Section 16.3** (a) The Employer will coordinate the on-the-job training in order to insure that Apprentices receive well-rounded experience in their respective trades.

(b) All Apprentice training assignments will be scheduled and recorded to insure that all

Apprentices are afforded the opportunity to qualify in each phase of training as defined in the Apprentice Training Schedule developed by the Employer for each trade.

(c) During on-the-job training the Employer will make a reasonable effort to assign Apprentices to a specific journey level artisan and the artisan will be given the time required to properly instruct the Apprentice in that particular phase of work.

(d) Apprentices will receive evaluations for each shop assignment in accordance with program requirements.

(e) The Employer will make every effort In conjunction with workload requirements to insure that Apprentice work shift and/or overtime assignments do not conflict with the academic schedule of the Apprentice.

(f) The Employer will provide a means to accelerate the advancement or avoid repetition of a portion or portions of the academic program where the Apprentice has otherwise successfully met the requirement.

(g) The Employer will consider requests by Apprentices to change trade fields providing a future requirement exists in the requested trade area and that the Apprentice has a current satisfactory rating in both academic and on-the-job performance,

**Section 16.4** Apprentices will receive a certificate from the command upon successful completion of the program.

**Section 16.5** The Employer agrees to establish and maintain an Apprentice Advisory Committee to make periodic reviews of the content and administration of the overall Apprentice Program, The Union will appoint a representative to serve on the committee. Committee review will include evaluation by Apprentices of all aspects of the program, Committee findings and recommendations will be submitted to the Commanding Officer or his designated representative for action as appropriate.

**Section 16.6** (a) The Employer will deliver to each newly hired employee entering the Apprentice Program a copy of this Agreement.

(b) The parties agree that the Unit Chairman or his/her representative may make arrangements with the appropriate AMO to explain their representational duties to new Apprentices.

## ARTICLE 16

### BULLETIN BOARDS

**Section 17.1** The Employer agrees to provide and to place bulletin boards for the sole use of the Union. Location and number will be determined by and be mutually agreeable to the appropriate management official and the Senior Steward, It is intended that these bulletin boards be within easy access of employee work sites.

**Section.17.2** Any change in the number or the locations of such bulletin boards will be decided by the AMO and the Senior Steward.

**Section 17.3** All material to be posted will conform to the Employer's rules and regulations regarding content. All such material will indicate it was issued by the Union, and the Union will be solely responsible for material placed on the board by appropriate Union officials.

**Section 17.4** The Union will maintain the bulletin boards in good order and will be responsible for posting the material outside of normal working hours.

**ARTICLE 18**

**PERFORMANCE APPRAISAL SYSTEM**

**Section 18.1** It is agreed that employee performance appraisals will be conducted In accordance with all applicable rules and regulations, the current Performance Appraisal Review System Instruction and the provisions of this agreement,

## ARTICLE 19

### GENERAL PROVISIONS

**Section 19.1** The Employer will provide electronically to the Union every three (3) months current list of all Unit employees, The list will include organizational code, pay plan, series and grade,

**Section 19.2** Medical determinations will be made In accordance with applicable directives.

**Section 19.3** The Employer will provide retirement training upon request to unit employees who contemplate retirement.

**Section 19.4** The remarks portion of the Employee's daily attendance form will be confined to statements of fact regarding attendance.

**Section 19.5** The Employer agrees to provide free parking for Unit employees, It is recognized, however, that the Employer is a tenant activity and that parking is controlled by the host activity. A reserved space will be provided for use by the Unit Chairman or President of the Union.

**Section 19.6** The Employer shall provide the Union President with advance notice of proposed changes in working conditions, including but not limited to an advance copy of all proposed Employer instructions which effect changes in personnel policy or practice affecting general working conditions of Employees. Copies of the documents outlining proposed changes will prominently highlight any changes in the document or include a summary of such changes. If the Employer is generating a completely new policy or instruction, it will state so in its notice to the Union President. The response time for the Union will be noted on the initial notice and the Union will be given 10 workdays to respond. Any requests to bargain including initial proposals must be submitted within that timeframe. Extensions may be requested from the Employer and will be considered on a case by case basis. Such requests will not be unreasonably denied.

**Section 19.7** It is agreed and understood that this Agreement must comply with the provisions of Public Law and regulations of appropriate authorities in effect at the commencement date of this Agreement. In the event that change of law or regulation mandates amendment, alteration, or change of the terms of this Agreement the parties agree, upon the request of either party, to negotiate necessary changes. All provisions of this Agreement shall be applied in a fair and equitable manner to all bargaining Unit Employees.

**Section 19.8** The Employer agrees to furnish 500 copies of the Agreement to the Union in addition to distributing copies as outlined in Article 2, Section 1.

**Section 19.9** The Employer shall inform each bargaining unit employee of the Union office's phone number..

**Section 19.10** The Employer and the Union agree that employees will be provided access to agency records upon request, in accordance with law, rule and regulation,

**Section 19.11** The parties agree that where discussion documentation sheets are used, the Employee/ Steward will initial the sheet to indicate the discussion has taken place. The following information will be clearly shown on the sheet above the line (s) for Employee/Steward initial(s), "Employee/Steward initials indicate only that the discussion has taken place and do not necessarily indicate concurrence." A copy of the discussion sheet will be

provided upon request. After six months, where no action has been taken, the employee/Steward may request a review of any discussion documentation sheets pertaining to that employee for purposes of purging the record. **Section 19.12** Any excessing of bargaining unit personnel will be done in accordance with the current policy,

**ARTICLE  
20**

precedential action unless executed in compliance with Section 4 of this Article.

**DURATION AND  
CHANGES**

**Section 20.1** This Agreement as executed by the parties shall remain in full force and effect for a period of three (3) years from the date of approval by Department of Defense.

**Section 20.2** This Agreement may be opened at any time for modification, addition, or deletion of terms by mutual consent of the parties,

**Section 20.3** (a) This Agreement may be opened by either party, such request to renegotiate the Agreement to be submitted no later than 60 days nor earlier than 90 days prior to the expiration date of this Agreement. The notification to reopen the Agreement must be submitted in writing within the 30 day period following notification to the Commanding Officer or designated representative of a request to renegotiate the Agreement.

(b) This agreement shall be automatically renewed for one year periods unless either party gives notice of its intention to renegotiate.

(c) If any Labor organization or group of employee (s) requests permission to conduct an organizing campaign for the purpose of determining the status of the Collective Bargaining Agent, the Employer agrees to

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notify the organization having exclusive recognition prior to approval of the request.

**Section 20.4** Any change to this Agreement will not be binding on either party unless such change is executed in writing, signed by the parties, ratified by the members, and approved by Department of Defense.

**Section 20.5** No waiver of the terms of this Agreement by the parties shall constitute