



**U.S. Department
of Transportation**

MARITIME ADMINISTRATION

**NEGOTIATED AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION
JAMES RIVER RESERVE FLEET
and
THE NATIONAL ASSOCIATION OF
INDEPENDENT LABOR
LOCAL #6**

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PREAMBLE

In accordance with Title VII of Public Law 95-454, Civil Service Reform Act of 1978, and subject to all applicable statutes and regulations, this negotiated Employer-Union Agreement, hereinafter called the Agreement, is entered into between James River Reserve Fleet, Maritime Administration, Department of Transportation, hereinafter referred to as the EMPLOYER, and the National Association of Independent Labor, Local 6, hereinafter referred to as the UNION. In consideration of the mutual covenants set forth herein, the Parties hereto intending to be bound hereby agree as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

a. **Emergency:** An operating condition determined by the Employer necessary to take whatever action that may be necessary to carry out the agency's mission. It may include, but is not limited to: adverse weather conditions, shipboard casualties, unscheduled ship movements, continuing personnel shortages, shortages of funds, supplies, equipment or renovation of facilities.

b. **Supervisor:** An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes fire fighters or nurses, the term 'supervisor' includes only those individuals who devote a preponderance of their employment time to exercising such authority.

c. **Management official:** An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

d. **Collective bargaining:** The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

e. **Consultation:** Mutual discussion of policies, programs, and procedures related to working conditions of members of the unit which are within the authority of the Employer for the purpose of obtaining Union views before the Employer takes final action. This definition does not compel either party to agree to a proposal or make a concession.

f. **Negotiations:** Good faith bargaining between the Employer and a Union with the objective of reaching an agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

g. Representational Activities:

1. Investigate, prepare and/or present grievances, appeals, claims, ULP's, and EEO complaints (if the Union steward/officer is representing the employee in the EEO complaint);
2. Consult and/or negotiate with representative(s) of the Employer concerning personnel policies, practices, and conditions of employment affecting Bargaining Unit Employees;
3. Research and prepare recommendations and or proposals in connection with the above consultations, negotiations, or meetings;
4. Contract administration;
5. Third party proceedings.

h. Organizational element: A group of unit Employees under a first level supervisor.

i. Days: Calendar days unless otherwise specified.

j. Seniority: Entrance on duty (EOD) date at James River Reserve Fleet (JRRF).

ARTICLE 2

RECOGNITION AND UNIT DEFINITION

The Employer recognizes the Local as the exclusive representative of the following unit.

INCLUDED: All non-supervisory Wage Grade, Wage Leader, and General Schedule employees of the James River Reserve Fleet, Fort Eustis Virginia, Maritime Administration, South Atlantic Region, Department of Transportation.

EXCLUDED: Supervisors, managerial officials, professional employees, part-time intermittent and seasonal Wage Grade and Wage Leader employees, temporary, Wage Grade and Wage Leader employees with appointments limited to periods of one (1) year or less, employees temporarily promoted to supervisory positions for the duration of the temporary promotion, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 3

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, the parties are governed by existing or future laws and government-wide regulations of appropriate authorities; by published agency policies and regulations in existence at the time the Agreement is approved. In the event that personnel rules, regulations, and policies of the Employer conflict with this Agreement, the terms of the Agreement will be controlling.

Section 2. The provisions of this Article apply to all supplemental or informal agreements between the Employer and the Union.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATIONS

Section 1. Matters appropriate for consultation or negotiations between the parties are policies and practices relating to conditions of employment which are within the discretion of the Employer and changes of laws and regulations of policies directive in nature to the Employer that may warrant changes to conditions of employment.

Section 2. Either party has the right to request and be granted at reasonable intervals, an opportunity for meetings on various subjects pertaining to the negotiated agreement and matters appropriate for consultation and negotiations. To facilitate preparation for a productive exchange the requesting party will describe the subject of concern and the circumstances that prompt it.

Section 3. The Employer will provide the Union with a copy of proposed new and revised regulations affecting unit employees. A reasonable amount of time, but not less than fifteen work days, will be permitted for the Union to request negotiation and to submit written counter proposals. If written proposals are not received within the allocated time frame, it will be considered that the Union is in agreement with the regulation and the regulation will be implemented.

Section 4. The Employer will notify the Union in writing of proposed changes in conditions of employment of unit employees. The Union shall have a reasonable time but not less than fifteen work days to request negotiations and submit written proposals. If written proposals are not received within the time designated, it will be considered that the Union is in agreement and the change will be implemented.

ARTICLE 5

EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, the Employer retains the right - -

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

(b) In accordance with applicable laws - -

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

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

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

(A) among properly ranked and certified candidates for promotion;

(B) any other appropriate source; and

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

Section 2. Nothing in this Article shall preclude the agency and the labor organization from negotiating - -

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

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

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

ARTICLE 6

RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 1. Each unit employee has the right, freely and without fear of penalty or reprisal to form, join, and assist the Union or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or steward.

Section 2. The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the Employer.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction .

Section 4. Nothing in this Agreement precludes the employee of the Bargaining Unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his/her own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this Agreement.

Section 5. Prior to the commencement of an investigatory examination which may result in disciplinary action to the employee subject to the investigation, the employee will be informed of the purpose of the examination.

Section 6. An employee upon request has the right to a Union representative at any examination of a unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

Section 7. The employee has the right to Union representation at his/her request. The employee has the right to remain silent during any investigation in a criminal case *when he/she is the subject of the criminal investigation*, but where prosecution is declined, the employee will be advised that the failure or refusal to answer questions in administrative investigations could result in the initiation of disciplinary action.

Section 8. In the administration of this Agreement and working conditions all employees will be treated in a fair and equitable manner.

Section 9. The Employer and the Union agree that many personnel, pay and training functions have become automated. The employee in many cases is responsible for maintaining access to the Employer provided computer system and periodically checking their records to ensure completeness and accuracy. Employees should

login to pay and personnel systems at a minimum of every thirty days to ensure the validity of information and passwords.

ARTICLE 7

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be entitled to act for and to negotiate agreements covering all employees in the Bargaining Unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

Section 3. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

- (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (b) the employee requests representation.

Section 4. All new unit employees shall at time of appointment be informed by the Employer that NAIL Local 6 is the exclusive representative of employees in the unit. Each new Bargaining Unit employee shall receive a copy of the Agreement from the Employer. The Union will be afforded the opportunity to make an introduction of Local 6 and identify its officials. This will normally be accomplished during the check-in process and should be limited to no more than two hours. The Union presentation will be a description of Local 6 and employee rights under the Federal Labor Relations Statute. The Union representative will make the presentation without charge to leave or loss of pay.

Section 5. The Employer will furnish to the Union, upon request and, to the extent not prohibited by law, data for which the Union has a particularized need:

- (a) which is normally maintained by the agency in the regular course of business; and;
- (b) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and;

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

Section 6. The Union shall accept employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, sexual orientation, political affiliation, marital status, or handicapping condition.

ARTICLE 8

UNION REPRESENTATION

Section 1. The Employer agrees to recognize a reasonable number of officers and stewards of the union to represent employees.

Section 2. The Union will provide the Employer with an up-to-date roster, in writing, of its officers and stewards and any changes thereof. Only those employees identified on the roster will be recognized as serving as Union officials.

Section 3. Officers and stewards will be permitted reasonable time to contact employees and supervisors on matters directly related to working conditions or employee problems or grievances and labor-management activities.

Section 4. In all cases where it is necessary for a steward or officer to leave his/her assigned place of work, permission will be requested and prior approval will be secured from the immediate supervisor.

Section 5. The steward or official will secure permission from the employee's supervisor to contact the employee and ascertain time of availability.

Section 6. Upon return to his/her normal duties, the steward or official will notify his supervisor.

Section 7. A Union representative and represented employee(s) will receive a reasonable amount of official time to attend the following as active participants.

- (a) grievance meetings;
- (b) arbitration hearings; and
- (c) oral reply meetings.

In addition, a representative will also be granted a reasonable amount of official time to research and investigate regulations, documents, and other relevant materials in connection with grievances, appeals, and unfair labor practice complaints.

Section 8. In the interest of efficient conduct of Government business, and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with organization

efforts and the internal management of the Union, including but not limited to, the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization, campaigning for Union office, and the distribution of literature (except at new employee orientation) may be conducted only during the non-work time of the employees involved.

Section 9. Representatives of the National Office of NAIL will be allowed to visit the installation on appropriate Union business. The Employer will be notified in advance of the NAIL representative's visit.

Section 10. The Union President will be allotted five (5) hours of official time weekly for representational activities. Because of the unique physical situation of the JRRF, this time will normally be used in the Union office so that unit employees and management officials will be able to communicate more easily with the Union President.

ARTICLE 9

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee, who is a member in good standing of the Union, may voluntarily authorize an allotment from his pay to cover the cost of regular dues for such membership provided that all the following requirements are met:

- (a) The employee's salary for the payroll period involved is sufficient to cover the amount of the dues after legal deductions and allotments have been made.
- (b) The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.
- (c) The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

- (a) The Union agrees to provide to its members in good standing the Request for Payroll Deductions for Labor Organization Dues (SF 1187) and to receive completed forms from members who want to request allotment. The President or Treasurer of the Union is designated to receive completed forms, to enter the current amount of the regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing with the Union. The Union will then submit the forms for processing.

(b) Allotments authorized on properly completed and certified forms, which are received by the Employer, will be processed in an expeditious manner.

Section 3. The Employer will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of twelve (12) consecutive months.

Section 4. The Employer will terminate an allotment:

(a) At the end of the pay period following notification of loss of exclusive recognition by the Union.

(b) At the end of the pay period during which an employee separates from the Union or moves to a position not included within the unit of recognition

(c) At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing.

(d) Upon receipt of a properly completed SF 1188, at the beginning of the first pay period one (1) calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective on the first pay period beginning on or after March 1. Employees desiring to submit a revocation form (SF 1188) must submit the completed form during the six (6) weeks prior to the revocation period to the Employer. A copy of these forms will be provided to the local Union.

Section 5. A supply of SF 1188s will be maintained by the Administrative Office. An Employee may request one of these forms personally or in writing from the Administrative Office. The form will be released only upon proper request of an employee.

Section 6. Remitting the Amount withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount of dues withheld from employee salaries and forwarded to the designated NAIL bank account. The Union will be provided a report of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld and the net balance remitted. Also identified will be those employees whose pay is not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to the Local.

ARTICLE 10

HOURS OF WORK

Section 1. The administrative work week is a period of seven (7) calendar days, Sunday through Saturday, within which the basic work week is scheduled.

Section 2. The basic work week consists of four (4) ten (10) hour work days, Monday through Thursday, with the exception of Fleet Patrol/Small Craft Operator and Fleet Gate Guard positions. The compressed work schedule may be terminated in accordance with 5 USC 6131.

Section 3. The hours of work under the compressed work schedule are 0700 to 1730. This will include a ½ hour non-paid lunch period and two 15 minute on the clock breaks per day.

Section 4. All Bargaining Unit employees, excluding shift workers, will be required to work this 10-hour per day schedule. Employees may request an exception to this work requirement, such as a standard eight hour day. The second level supervisor may approve such requests on a case by case basis.

Section 5. Fleet Patrol/Small Craft Operators and Fleet Gate Guards work an eight hour rotating shift, which rotates every two weeks. Shift workers are authorized rest periods at their work station in accordance with 5 CFR 551.411(b).

Section 6. In accordance with 5 CFR 610, the Employer may make temporary changes to an employee's regularly scheduled basic workweek (tour of duty) as necessary to carry out the mission of James River Reserve Fleet, or for the purpose of the employee's administrative travel, training, or adherence to the tour of duty of a detail.

Section 7. The Employer will provide reasonable time for employees, consistent with the nature of work performed, to clean up prior to the end of the workday and to clean and store government property, equipment and tools.

ARTICLE 11

OVERTIME

Section 1. All parties to this agreement recognize that the performance of overtime is a condition of employment. Overtime is defined as hours in a pay status in excess of an employee's normal scheduled work day, or in excess of 40 hours in any administrative work week. Employees qualifying for overtime will have their time computed in accordance with applicable law and regulations.

Section 2. Overtime assignments for non-shift work employees will be offered to qualified employees on an alphabetical and rotational basis among the employees who

are assigned to the same Position Description number, (i.e. current classification series and grade, e.g. Rigger, Grade 10, Electrician, Grade 8, etc.). When assigning overtime the qualified employee with the least amount of overtime on the roster will normally be assigned the overtime. Whenever possible, non-shift work employees will be notified of overtime assignments at least two (2) days prior to the day the overtime is to be worked.

Section 3. Overtime assignments for shift work employees will be distributed in a fair and equitable manner for each position category.

Section 4. The overtime roster will be established and maintained current by the Employer for each classification series and grade on a form furnished by the Employer. The overtime roster will restart at the beginning of each pay year. The overtime roster will be posted and a copy will be provided to the Union President. The Union President will be allowed to verify the overtime roster against the overtime sheets.

Section 5. For the purposes of the overtime roster, overtime declined will be counted, hour for hour, as overtime worked. If an employee has approved annual leave, overtime will not be counted against that employee as declined overtime.

Section 6. If a sufficient number of employees are not available from the roster the Employer will direct overtime. For this and other situations when directing overtime, the qualified employee with the least amount of overtime on the roster will normally be assigned the overtime. In the event the employee with the least amount of overtime is not available (such as being on leave), then the next employee with the least amount of overtime will be assigned the overtime and so on until the Employer is able to assign an employee to that overtime assignment. For promotions and new hires, the employee will be added to the overtime roster in alphabetical order and credited with the highest number of overtime hours reflected in the roster, relative to series and grade.

Section 7. When the Employer requires employees to work overtime assignments, the Employer will provide as much advance notice to the affected unit employees as possible. Whenever possible, except in an emergency, the Employer agrees to attempt to provide the employee at least two (2) hours notice before directing the employee to work unscheduled overtime.

Section 8. Schedule of personnel for weekend overtime will be posted on bulletin boards prior to close of business Wednesday. An employee offered to work weekend overtime after the close of business Wednesday who declines the overtime offer, will not be charged for overtime declined on the roster.

Section 9. Irregular or occasional overtime work performed by an employee on a day when work was not regularly scheduled for the employee or for which the employee has been required to return to the place of employment shall be considered to be at least two hours in duration for the purpose of overtime pay, regardless of whether employee performs work for two hours.

Section 10. In emergency situations, employees who are more readily available, such as employees who can arrive at Fort Eustis quickly may be contacted first for unscheduled overtime assignments.

Section 11. Employees in a light duty status will generally not perform overtime.

Section 12. An employee who declines temporary duty as referenced in Article 32, and should overtime be worked during that temporary duty assignment, then that employee will be charged as overtime worked, unless the employee had projected leave scheduled. Management will process applications of credit cards for Temporary Duty in a timely manner. If an employee is offered a Temporary Duty assignment and fails to qualify for a credit card, the employee will be charged overtime. In the event the credit card application is not processed in a timely manner through no fault of the employee, the employee will not be charged overtime.

Section 13. An employee scheduled for overtime is expected to report at the scheduled time. If unable to report for scheduled overtime, the employee must contact the designated contact number not more than 30 minutes after the scheduled start time. A contact number will be provided for each scheduled overtime assignment. Failure to comply with this section may result in disciplinary action.

ARTICLE 12

HOLIDAYS

Section 1. Employees shall be entitled to all federal holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

Section 2. Employees in a pay status either the day before or the day after the holiday shall receive holiday pay in accordance with applicable law and regulation.

Section 3. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all work days designated as holidays.

ARTICLE 13

ANNUAL LEAVE

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2. The Employer agrees to continue to grant annual leave to employees for the purpose of rest, relaxation, recreation or for other justifiable reasons, such as the employee's birthday consistent with workload requirements. Annual leave will normally be requested at least two (2) workdays in advance. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant. Failure to follow proper procedure for requesting leave may result in the denial of leave.

Section 3. An employee will not normally be called back from leave by the Employer unless no other qualified unit employee is available to perform the required duties.

Section 4. An employee unable to report for duty because of a personal emergency must request annual leave by requesting leave from the Employer no later than two hours after the start of his/her regularly scheduled work shift, by communicating directly with the first line supervisor, or second line supervisor. If neither can be reached after a reasonable effort, the employee may leave a telephone message on the supervisor's telephone that details the amount and type of leave requested, and if possible a valid call back number.

Section 5. An annual leave vacation schedule for periods of one or more weeks will normally be scheduled on a yearly basis. Employees will be provided the opportunity to submit their requests for vacation leave to their supervisor by 1 March. Supervisors shall establish a leave schedule by 1 April providing each employee with his/her first choice where workload and mission requirements permit. A conflict in vacation leave scheduling among employees will be resolved in favor of the most senior employee using the current EOD at the Reserve Fleet. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless that employee agrees to a change. When the Employer finds it necessary, due to emergency, to cancel previously scheduled leave, the reasons will be provided to the affected employee as far in advance of the anticipated vacation leave as possible.

Section 6. When an employee needs to take leave within the middle of a work day, he/she must request and receive approval of the leave from the first or higher level supervisor prior to leaving the Fleet.

Section 7. The SF-71 or automated leave request (as appropriate) will normally be completed prior to scheduled leave. However, the SF-71 or automated request may be completed immediately upon returning to work on the first day back in case of unscheduled or emergency leave.

Section 8. In the event the automated leave request is mandatory the employee(s) will be provided assistance and training as needed.

ARTICLE 14

SICK LEAVE

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

Section 2. Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty must request leave from the supervisor or the supervisor's designee, as soon as possible prior to the start of the employee's shift, but not later than two hours after the start of the duty shift unless emergency conditions preclude such notification. If neither can be reached after a reasonable effort, the employee may leave a telephone message on the supervisor's telephone that details the amount and type of leave requested, and if possible a valid call back number. Employees on sick leave are required to call in daily, unless they provide documentation from their physician or practitioner stating that the employee is incapacitated and the estimated time of the incapacitation. Administratively acceptable documentation must be provided either prior to the employee's sick leave or upon the employee's return to work.

Section 3. Administratively acceptable medical documentation must meet all of the following requirements;

- (a) it must include a finding that the employee was incapacitated from duty for each and every day of the period of the absence for which any type of leave is requested;
- (b) it must indicate the beginning and ending dates of incapacitation;
- (c) it must be on the physician's letterhead or prescription pad and signed with an original signature by a physician or a practitioner – a stamp is not acceptable; and
- (d) if the medical certificate is for a medical appointment, it must give the date, time, and location of the appointment.

A mere statement from the physician or practitioner that you were "under his/her care" is inadequate to substantiate a request for leave for which administratively acceptable medical documentation is required.

Section 4. Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examination or treatment; or when exposed to contagious quarantinable diseases and when the presence of the employee at his/her post of duty would jeopardize the health of co-workers. When practical, requests for sick leave for non-emergency medical, dental or optical examination or treatment shall be submitted for approval in writing as far in advance of the appointment as possible, unless precluded by emergency conditions. Employees will make reasonable efforts to schedule such appointments after working hours or on non-work days.

Section 5. Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) working days of continuous duration except in individual cases where there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee shall first be advised orally that, because of the questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave or other absence as a result of claimed illness. If this does not bring about the desired improvement in his/her sick leave record, he/she will be advised in writing that all future requests for sick leave must be supported by an administratively acceptable medical certificate. This requirement shall be reviewed by the immediate supervisor or as requested by the employee at the end of six (6) months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision by the immediate supervisor.

Section 6. Periods of absence on sick leave in excess of three (3) work days of continuous duration will normally be supported by an administratively acceptable medical certificate to be filed within fifteen (15) calendar days after return to duty. In lieu of a medical certificate the employee's signed statement explaining the nature of his/her illness will normally be accepted when considered unreasonable to require a medical certificate because the illness did not require the services of a physician or because of the employee's excellent leave record.

Section 7. In accordance with OPM regulations and if considered appropriate, the Employer may require an additional medical opinion or a fitness for duty examination at the Employer's expense.

Section 8. In accordance with controlling statutes and regulations career or career-conditional employees who are incapacitated for duty because of serious illness or disability will normally be advanced unearned sick leave not to exceed 30 days provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance of subsequent accrual.

Section 9. When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his/her assigned position, the Employer agrees to make every reasonable attempt to assign duties that the

recovering employee can perform within the given restrictions for a reasonable period of time. The Fleet has no permanent "light duty" billets.

Section 10. Family Care or Bereavement

(a) Employees may use sick leave to (1) provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or other condition which, if the employee had such condition, would justify the use of sick leave; or medical, dental, optical examinations or treatment; (2) make arrangements necessitated by the death of a family member or attend the funeral of a family member, or (3) when exposed to contagious quarantineable diseases and when the presence of the employee at his/her post of duty would jeopardize the health of co-workers.

(b) All full-time employees may use up to 104 hours (13 days) of sick leave each year for family care or bereavement purposes. Part-time employees have the same entitlements on a pro-rated basis according to the number of hours of work in the employee's scheduled tour of duty.

(c) Family members are spouse and parents thereof, children and adopted children and spouses thereof, *employee's parents*, brothers and sisters and spouses thereof, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(d) Documentation required will be the same as that required for personal illness.

Section 11. Sick Leave for Adoption

(a) Employees are authorized sick leave for purposes related to the adoption of a child. Accordingly, sick leave may be used for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. Additionally, sick leave may be granted for any periods during which an adoptive parent is ordered or required by the adoption agency or by the court to be absent from work to care for the adopted child.

(b) The entitlement to use sick leave for purposes related to the adoption of a child is in addition to the annual 13-day limit under the Family-Friendly Leave Act.

(c) The same limitations apply in the case of adopted children, once adopted, as in the case of biological children with regard to the use of sick leave for Family Care or Bereavement.

(d) Requests for sick leave for adoption purposes must be submitted as far in advance as possible and be supported by documentation that is administratively acceptable.

ARTICLE 15

FAMILY AND MEDICAL LEAVE

Section 1. Family and Medical Leave Act (FMLA)

(a) In accordance with the FMLA, an eligible employee shall be entitled to a total of twelve (12) weeks of leave without pay, annual leave, sick leave if appropriate, or a combination of such leave, in any twelve (12) month period, for one or more of the following reasons:

(1) Birth of a son or daughter and care of the newborn (within one (1) year after birth)

(2) Placement of a son or daughter with employee for adoption or foster care (within one (1) year after placement);

(3) Care for a spouse, son, daughter or parent with serious health conditions.

(4) A serious health condition of employee that makes employee unable to perform duties of his or her position.

(b) Provided one or more of the above conditions are met, eligible employees may not be denied use of Family and Medical Leave.

(c) An employee may elect to substitute paid leave as part of the twelve (12) week entitlement, but cannot be required to do so.

(d) To be eligible for Family and Medical Leave, employees must have completed at least twelve (12) months of civilian service with the Federal government, and have been employed for at least 1,250 hours during the preceding twelve (12) months. Employees on temporary limited appointments of one (1) year or less and intermittent employees are not eligible.

(e) The Employer may require medical certification to support a request for Family and Medical Leave because of a serious medical condition, and a fitness for duty report to return to work.

(f) An employee is entitled to retain health benefits coverage while on leave without pay for Family and Medical Leave provided he/she pays the

employee share of the premium. The employee will arrange payment of the premiums.

(g) Upon return from Family and Medical Leave, the employee will be restored to his/her previous position, or to an equivalent position. The following three (3) requirements must be met: equivalent pay, equivalent benefits, and equivalent conditions of employment.

Section 2. The Employer will furnish to the employee upon request all current information and policies regarding FMLA. The Employer will post such information as it becomes available in a public bulletin board.

Section 3. Bone Marrow or Organ Donations

(a) Employees are entitled to up to seven (7) days leave each calendar year without loss of pay or charge to leave to serve as a bone marrow donor or 30 days to serve as an organ donor.

(b) Except in cases of emergency, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the immediate supervisor to the Employer for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual leave, sick leave, or leave without pay, whichever is applicable.

ARTICLE 16

LEAVE WITHOUT PAY (LWOP) and ABSENCE WITHOUT LEAVE (AWOL)

Section 1. Employees will be granted leave without pay (LWOP) in accordance with applicable laws and regulations

Section 2. Leave without pay impacts on mission accomplishment, productivity, and other unit employees. LWOP requests will not be approved to begin until exhaustion of annual leave except in those cases where written regulation, law, or statute, provides for automatic approval of LWOP.

Section 3. Employees on approved leave without pay shall continue to accrue all rights and privileges, including retirement benefits and coverage under Group Life Insurance and Federal Employees Health Benefits program except as limited by applicable laws and regulations.

Section 4. Leave without pay (LWOP) is an approved, legitimate use of leave and should not be confused or used interchangeably with the term "absence without leave" (AWOL).

Section 5. Any absence from duty that is neither requested, granted, nor approved according to the provisions of law, applicable regulation, DOT and MARAD policy, or the employee's leave restriction notice, or for which a request for leave has been denied must be considered by the Employer to constitute an unauthorized absence. A charge of AWOL results in the employee not receiving pay for the period of the absence. In addition, AWOL may lead to disciplinary action.

Section 6. Upon written notification of a charge of AWOL, an employee may request that some other type of leave be substituted for the AWOL. If otherwise lawful and circumstances warrant, the supervisor will grant an employee's request to substitute other leave for charges to AWOL. The supervisor is prohibited from unilaterally substituting another type of leave for an unauthorized absence unless an employee requests such substitution.

ARTICLE 17

EXCUSED ABSENCES

Section 1. Unit employees are encouraged to donate blood. If a unit employee is accepted as a donor and in fact donates blood, he/she normally will be excused from work for a period of four (4) hours for recuperation purposes, such time to count from the time he/she leaves his/her place of duty. In special cases, when the Employer determines that an employee can be spared to donate blood but cannot be spared from work for a period of four (4) hours, the employee will be so informed in sufficient time for the employee to decide whether or not he/she wishes to make the donation under those circumstances. Employees whose donations are not accepted will return to duty promptly. Supervisors will be shown acceptable proof of donation.

Section 2. COURT LEAVE. An employee subpoenaed for jury duty or as a witness in court on behalf of local, state or Federal government shall promptly notify his/her supervisor and provide a copy of the subpoena. Excused absences for these purposes shall be granted in accordance with regulations. If an employee is excused from jury duty for any day or for one-half or more of a day, the employee shall return to duty. Upon completion of services in jury duty, an employee shall present to his/her supervisor satisfactory evidence of time served. Court leave will not be granted to employees for personal reasons or for representation of other individuals.

Section 3. ADVERSE WEATHER.

(a) There are certain critical operations that cannot be suspended or interrupted. These operations could be ship movements or emergency situations that require unit employees to report to their work sites. PRIOR TO NORMAL DUTY HOURS, when it is determined that activities are to be curtailed, nonessential personnel shall be excused in accordance with notice broadcast for Fort Eustis personnel. The JRRF will rely on Fort

Eustis inclement weather announcements as they relate to delayed opening, liberal leave, or early dismissal.

(b) In accordance with the current James River Reserve Fleet Adverse Weather Policy memorandum, DURING DUTY HOURS, when it has been determined that activities will be curtailed at Fort Eustis due to adverse weather conditions, the Employer will take into consideration that determination in arriving at a decision relative to curtailing activities at the Reserve Fleet. Employees, other than those designated as essential, will be administratively excused without charge to leave or loss of pay if it is decided that nonessential activities must be curtailed. Such employees will be promptly notified through their respective supervisors.

(c) A primary Wet Bulb Globe Temperature (WBGT) monitor and a temperature chart will be located in an area where Employees are working. WBGT readings will be taken during the summer months each year. WBGT readings will be recorded by the Employer on the temperature chart by indicating the color (white, green, yellow, red and black) and the index reading on the monitor.

(d) When extremes in temperature/humidity are such as to actually prevent working, employees engaged in strenuous outside work shall be assigned work in sheltered areas when such assignments are available. Upon three (3) consecutive readings at fifteen (15) minute intervals in the black area of the WBGT (NSN 6665-00-159-2218), the Employer will consider alternative work sites in the ships; to provide training in the training room; or to dismiss employees without charge to leave.

(e) A representative of the Union will be instructed in the proper procedure for WBGT monitoring and will be allowed to examine and monitor the kit as needed. A representative of management will be responsible for ensuring that the monitor is in place and that temperature readings take place.

ARTICLE 18

UNION-SPONSORED TRAINING

Section 1. The Employer will grant excused absences to union representatives (not to exceed 12) to attend meeting and seminars sponsored by the Union and of mutual benefits to labor and management consistent with operational requirements. The number of hours to be devoted to such training, as well as those meetings and/or seminars for attendance is authorized will normally not exceed eight (8) hours per calendar year for each officer and steward, and sixteen (16) hours per calendar year for the President.

Section 2. The Union President will provide the Employer normally ten (10) days advance notice for each request for official time, providing a copy of the agenda.

ARTICLE 19

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. The Employer agrees that the employees will normally be assigned work which is appropriate to their position description, taking into account the mission of the Employer. The term "other duties as assigned" will not be used to regularly assign work to an employee that is not reasonably related to his/her position description.

Section 2. The Employer agrees that position descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description initially and as changes are made.

Section 3. Each employee shall be afforded the opportunity to discuss with the Employer his position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union representative if requested. Employees will be furnished a copy of any changed position descriptions. Grievances regarding unresolved matters in this context will begin at Step 2 of the negotiated procedures.

Section 4. When an employee believes that the grade or classification of his position is incorrect, the employee may appeal in accordance with regulatory appeal procedures. The Employer will provide instructions on filing the appeal. When necessary to explain the basis for classification, the Employer will meet with the employee. The employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the employee in connection with the appeal.

ARTICLE 20

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a position or duties other than his/her permanent position. A detail may be at an equal, higher or lower grade level than the employees personal grade, for a specific period of time. Upon the completion of the detail, the employee returns to his/her permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an employee. The duration of details will conform to the time limits established by regulations.

Section 3.

(a) Details in excess of thirty (30) calendar days will be submitted on SF 52 and documented on SF 50 for the official personnel folder, with a copy of SF 50 to the employee (the employee is responsible for checking their eOPF file to ensure the inclusion of the SF-50).

(b) Details by memorandum of thirty (30) calendar days or less will be maintained by the Employer.

Section 4. Selections of qualified employees for detailed assignments will be made on a fair and impartial basis. The Employer shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to insure that details are recorded and timely terminated.

Section 5. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds thirty (30) days and the employee is qualified for the promotion. Competitive procedures will be used for temporary promotions exceeding 120 days.

ARTICLE 21

PROMOTIONS

Section 1. The Employer and the Union agree that all promotion actions shall be in accordance with the provisions of the Code of Federal Regulations and the Agency Merit Assignment Program as stated in Maritime Administrative Order 730-335

Section 2. The initial area of consideration for positions will normally be limited to Maritime Administration employees in the commuting area. When a selection certificate contains three (3) qualified candidates, the selecting official will consider these candidates first.

Section 3. The Employer will post an announcement that a list of qualified candidates has been received for a vacancy as soon as possible. The applicant may contact the selecting official to verify whether their name is on the list. Upon request of the employee, an unsuccessful candidate will be informed of ways to improve his/her chances for promotion.

ARTICLE 22

REDUCTION-IN-FORCE, TRANSFER OF FUNCTION, REORGANIZATION

Section 1 The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by reduction-in-force, transfer of function, or reorganization.

(a) Reduction-in-Force (RIF) means when an agency releases a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.

(b) Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected, or the movement of the competitive area in which the function is performed to another commuting area.

(c) Reorganization means the planned elimination, addition or redistribution of functions or duties in an organization.

Section 2. Following notification of a RIF, transfer of function, or reorganization, the Employer shall furnish to the Union, upon written request, data necessary to satisfy its bargaining obligations and representational responsibilities consistent with 5 USC 7114 and subject to any Privacy Act or other statutory limitations. Such information shall include the type and estimated number of positions to be abolished, retention registers and organizational charts. All information provided will be safeguarded and used only for representational purposes. Responsive information will be provided in sanitized or un-sanitized forms as appropriate. Access to an employee's personnel file (OPF) shall be limited to government officials in executing their official duties, the employee or the employee's representative upon receipt of the employee's written authorization.

Section 3. In order to establish retention standing, the employee is entitled to his performance ratings of record. The cut off for performance consideration will be the most recent annual rating of record.

Section 4. The results of performance appraisal will be used in reduction-in-force in accordance with 5 CFR Part 351

(a) Additional service credit for RIF purposes shall be given based on an employee's three most recent annual performance ratings of record received during the 4 year period prior to the date of issuance of a RIF notice.

(b) Credit shall be given only for those ratings which are pre-scheduled and are given annually at the end of the employee's rating period. An employee who has received at least one but fewer than three previous ratings of record during the 4-year period shall receive credit for performance on the basis of the value of the actual rating(s) of record divided by the number of actual ratings received. If an employee has received only two actual ratings of record during the period, the value of the ratings is added together and divided by two (and rounded in the case of a fraction to the next higher whole number) to determine the amount of additional retention service credit. If an employee has received only one actual rating of record during the period, its value is the amount of additional retention service credit provided.

(c) No rating of record will be assigned for the sole purpose of affecting an employee's RIF retention standing.

(d) The effective date of an employee's rating of record shall be the ending date of the employee's performance appraisal period. However, service credit for RIF shall be given only if the employee's rating of record was signed by the required rating and approving officials and must be on record in the MARAD Personnel Office.

Section 5. The competitive area as defined by the Employer for the purpose of Reduction-in-Force shall be Employees of the James River Reserve Fleet (JRRF).

Section 6. The Employer agrees to inform the Union of the names of the employees to be separated or downgraded by Reduction-in-Force as soon as the information becomes available. This information will be updated throughout each phase of the Reduction-in-Force. In addition, the Employer will provide the Union updated retention registers. The Employer will communicate all changes made to the register as soon as such changes become available.

Section 7. Order of retention is as set forth in 5 CFR 351

Section 8. The Employer will apply all RIF rules and regulations uniformly and consistently to all individuals in the JRRF. No action will be taken or not taken for prohibited non-merit reasons including and/or non-membership in the Union. Employees are entitled to statutory and regulatory rights during a Reduction-in-Force and it is the responsibility of the Employer to protect those rights. It is the Employer's

intention to provide affected employees with benefits and entitlements provided by law and regulation.

Section 9. In carrying out the Reduction-in-Force, management agrees to use vacant positions that need to be filled to the maximum extent possible to avoid the displacement of and/or release of employees affected by the RIF action. All RIF actions will be carried out in strict compliance with applicable personnel laws, rules and regulations.

Section 10. Reemployment lists as prescribed by OPM shall be established for employees separated by RIF. All career and career-conditional employees separated by RIF shall be placed on the Re-Employment Priority List for all positions for which they are qualified. The affected employees will be advised via notification contained in the RIF package under the heading "Re-Employment Priority" of the specific requirements for requesting placement on the Re-Employment Priority List. The names of all persons shall be placed on the list in the following priority order (subgroup):

- (a) All career preference eligible employees with service-connected compensable disabilities of 30% or more;
- (b) All other career preference eligible employees;
- (c) All career non-preference eligible employees;
- (d) All career conditional preference eligible employees with service-connected compensable disabilities of 30% or more;
- (e) All other career conditional preference eligible employees
- (f) All career conditional non-preference eligible employees.

Such employees will be given preference in accordance with their service computation date and subgroup for rehiring in temporary and permanent positions for which qualified. It is understood that acceptance of temporary appointment will not alter the employees right to be offered permanent employment. Within a subgroup, separated employees must be rehired based on the employee with the earliest retention standing to vacancies of the same job titles and grade from which separated after re-promotion eligible's are placed, and will be given preference for other positions.

Section 11. Re-promotion; The Employer will maintain an up-to-date list of employees who were demoted as a result of the RIF and provide that list to the Union. These employees will remain on the list until re-promoted, separated, or until their entitlement to pay/salary retention terminates or they decline a valid offer. Employees on the re-promotion lists will receive placement/re-promotion based on employee retention standing at the time of the RIF to vacancies of the same title, series and grade from which the employee was downgraded and will be given preference for other vacancies.

Section 12. Adverse Actions resulting from Reduction-in-Force are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated grievance procedure. Grievances must be filed at Step 2.

Section 13. The Employer will advise the Union president in writing, hand delivered, of any proposed or anticipated Reduction-in-Force, transfer of function, or reorganization that affects positions or conditions of employment. At that time the Union may request bargaining.

ARTICLE 23

PERFORMANCE EVALUATION

Section 1. Performance evaluation shall be administered in accordance with the current Department of Transportation Performance Appraisal System and implementing MARAD policy directives. Evaluations must be on elements which employees have had an opportunity to perform during the rating period

Section 2. Performance appraisal plans will be communicated to employees. All performance appraisals will be based upon the employee's performance against established standards. An employee's signature on an appraisal, where signature is provided for, indicates only that the appraisal has been received, and does not necessarily indicate an employee's agreement with the appraisal.

Section 3. Critical elements will be identified and performance standards established for each individual employee's position and set of duties and shall be used as a basis for evaluating the employee's performance.

Section 4. The employee has the right to grieve his/her performance evaluation/appraisal. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within fifteen (15) calendar days of the employee receiving a copy of the performance evaluation.

ARTICLE 24

PERFORMANCE AND INCENTIVE AWARDS

Section 1. It is the policy to reward outstanding achievement by individuals and groups who excel in enhancing productivity and efficiency and economy of organizational operations. Recognition will be accomplished with a variety of cash, time-off, and honorary awards for individuals and teams. To motivate, encourage, and recognize employees, awards will be presented throughout the year, rather than being limited almost exclusively to awards based on ratings of record.

Section 2. The amount of a performance award shall be determined by the employee's rating of record. Award amounts and differences in award amounts between performance levels within the same grade levels should demonstrate distinctions between levels of accomplishments and adequately recognize the individual level of achievements. Performance awards shall not exceed 10 percent of the employee's annual rate of basic pay.

Section 3. A day off, time off award will be considered as the amount of time an employee receives in a normal workday.

Section 4. The Union will be provided a quarterly listing of JRRF awards. The list will contain the employee name, department, type of award, and date award received.

ARTICLE 25

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union recognize that appropriate training and development of employees are essential to efficient operation. The choice of subject matter, areas for training, and assignment of training priorities are a function of Management as is the responsibility for encouraging learning, providing on-the-job training and off-the-job assistance, to develop skills and stimulate and encourage employees' efforts at self-development, without discrimination.

Section 2. The Employer agrees to consider for assignment, whenever possible, all interested Unit employees to detail over a reasonable period of time to Unit positions that would enhance their career opportunities under the appropriate procedures covered by the Merit Assignment program.

Section 3. The Union will be notified of proposed employee training and development policies to be established within the administrative authority of the Employer. When changes in functions, organization and mission are required, it shall be the responsibility of the Employer to determine and plan for training and retraining of employees, as appropriate.

Section 4. When positions requiring new techniques or abilities are established, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output.

Section 5. The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 6. The Employer agrees to recommend approval of enrollment of employees in job-related correspondence courses at the expense of the Employer. Failure to successfully complete such courses may result in that employee being denied future courses. The employee will be responsible for the cost of the course if not successfully completed.

Section 7. Each employee shall receive fair and equitable consideration to participate in any training consistent with the needs of the Employer.

Section 8. In the interest of self-development the Employer agrees to consider an employee's request for on-the-job training in a particular skill area.

ARTICLE 26

EMPLOYEE ASSISTANCE PROGRAM

Section 1. Management and the Union shall have as a goal early identification and motivation toward assistance and rehabilitation of any problem(s) causing adverse impact on performance or conduct. Both parties agree to cooperate in aiding the employee whose performance or conduct is caused by alcohol or other drug dependence by referring the employee to the Employee Assistance Program (EAP) for professional screening diagnosis and referral.

Section 2. Employees seeking the help of the EAP may schedule an appointment by contacting the Fleet's EAP Provider. The Employer will post EAP information on public bulletin boards.

Section 3. It is agreed and understood by the Employer and the Union that the EAP will be conducted in accordance with appropriate regulations.

Section 4. An employee may seek assistance and counsel on alcohol or drug problems without jeopardizing job or promotional opportunities, as provided by statute.

ARTICLE 27

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties recognize their responsibilities in promoting equal employment opportunities for all persons; in prohibiting illegal discrimination based on race, color, religion, sex, national origin, age, handicapping condition, sexual orientation, marital status, or political affiliation; promoting the realization of equal employment opportunity through a continuing affirmative action program.

Section 2. An employee who believes he/she has been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint

must be initiated within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

ARTICLE 28

SUGGESTION PROGRAM

Section 1. The Employer and the Union support and encourage all employees to participate in the Suggestion Program. It is agreed that every reasonable effort will be made to process beneficial suggestions in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a submitted beneficial suggestion should refer the matter to his/her immediate supervisor who will in turn make a reasonable effort to resolve the problem.

Section 2. The Employer and the Union will encourage employees to discuss prospective suggestions with their immediate supervisor, who will aid them in ensuring that the suggestion is sufficiently described for evaluation.

Section 3. The Employer agrees to make suggestion forms (MA-921) accessible to the employees of the unit.

Section 4. The Employer will provide an employee whose suggestion is not adopted or awarded a copy of the evaluation.

Section 5. The Employer's non-adoption of a suggestion is non-grievable.

ARTICLE 29

SAFETY AND HEALTH

Section 1. The Employer and the Union agree that the individual employee has the primary responsibility for his/her health and safety. The Union and the Employer will encourage employees to observe safety rules and procedures and to utilize available protective devices.

Section 2. The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personnel protective equipment.

Section 3. The Employer shall continue to provide and maintain safe working conditions. Unsafe work conditions shall be reported to an employee's immediate supervisor or a member of the Safety Council.

Section 4. The Safety Council shall at its discretion investigate reports of unsafe working conditions and make recommendations for corrective action to the Fleet Program Manager as appropriate. The minutes of Council meetings shall be recorded and filed with the Fleet Program Manager as appropriate. Individual grievances shall not be subject of Council meetings. The Union may nominate employees to serve as the Union representative on the Council.

Section 5. The Employer will consult with the appropriate designated Union Safety Representative on problems in his/her area.

Section 6. The Employer will normally on an annual basis offer First Aid training and CPR training to all employees in the Bargaining Unit. When training occurs during off-duty hours for shift employees, they may elect to attend without pay.

Section 7. The Employer agrees to furnish protective clothing and equipment required to safely perform required work. This includes safety glasses, hearing protection, and safety shoes, as appropriate.

Section 8. The Employer shall investigate reported safety hazards and inform responsible parties to initiate corrections if needed.

Section 9. Locker space will be furnished all employees by the Employer.

Section 10. Clean and adequate eating facilities will be furnished by the Employer as close to the work site as practicable and reasonable for the utilization of the employee during the lunch period and break periods.

Section 11. The Union will call to the attention of the Employer conditions in the work area which tend to become a hazard to the health and safety of the employees.

Section 12. When there is a reasonable cause to believe an assignment would involve an unsafe working condition, the employee may request a determination be made by appropriate safety and/or health personnel who will conduct an investigation. If imminent danger to life is detected, the situation will be corrected before the work is performed.

Section 13. On the day of injury, time spent receiving medical attention related to an on-the-job injury/illness is considered duty time for pay purposes.

Section 14. Air samples shall be collected on an annual basis in Building 2606, on twenty percent of the ships and four (4) employees, and one Fleet Service Craft designated by the Union. Half of the ships will be selected by the Union and the other half by the Employer. The sampling will be conducted at times when routine work is

being performed. The air samples shall be analyzed using the phase contrast method to determine the level, if any, of airborne asbestos fiber concentration.

ARTICLE 30

ON THE JOB INJURIES

Section 1. When an employee suffers a job related illness or injury, the employee or someone acting on the employee's behalf shall at the time of incident or as soon as possible thereafter notify the Employer. The employee shall be able to apply for all appropriate benefits provided under Federal Workers' Compensation laws and regulations. The employee's failure to promptly notify the Employer of the incident or injury may jeopardize or delay their entitlements.

Section 2. Employees will be advised at time of appointment and semi-annually of their rights and responsibilities concerning job-related illness or injury. The supervisor will maintain a record of the employees' signature or initials that they have been provided this information

Section 3. If an employee suffers a job related illness or injury and emergency care is needed, the employee through his or her supervisor, or the supervisor him or herself, shall arrange for prompt medical treatment. However, if it is not possible for medical treatment to be coordinated through the Employer then the employee may independently seek medical treatment. Medical treatment may include but is not limited to: transportation to a medical facility, generally within 25 mile radius of the place of injury. Employees must report all injuries and complete any required documentation in order to protect their benefits. . The Employer will take appropriate action to expedite paperwork associated with Workers Compensation claims.

Section 4. Employees are entitled to receive copies of documents relating to the employee's injury and the filing of any claims for benefits in accordance with applicable statutes and regulations. When an employee designates in writing a Union representative to assist in applying for these benefits, the employee will sign an authorized release of any and all Medical documents pertaining to the claim. The representative will be authorized to review documents relating to the claim to which the employee is entitled to review.

ARTICLE 31

ENVIRONMENTAL DIFFEERENTIAL/HAZARDOUS DUTY PAY

Section 1. Environmental Differential Pay (EDP) will be paid in accordance with 5 CFR 532.511. General Schedule employees will be paid hazardous duty pay in accordance with 5 CFR 550, Subpart I.

Section 2. Wage Grade (WG) workers will receive 8% Environmental Differential Pay (EDP) and General Schedule (GS) employees will receive 8% Hazardous Pay Differential (HPD) for work performed on vessels in the fleet. The 8% rates are derived from the EDP/HPD rates for Asbestos as set forth in 5 CFR 532, Subpart E, Appendix A, Part II and 5 CFR 550, Subpart I, Appendix A with payment based on basis of hours in a Pay Status.

An employee must perform work on a vessel anchored in the James River Reserve Fleet to be entitled to the 8% rates.

Work on Vessels is defined as: Work as directed by a supervisor and accomplished by an employee on a vessel anchored in the James River Reserve Fleet. The employee must have physically worked on a vessel to be entitled to the above-referenced 8% EDP/HPD. This definition specifically excludes anyone who is on an all day leave status, on light duty, operating a Small Craft or Tug, working in an office environment, etc. Any Small Craft Operator and/or Tug Master directed by a supervisor to board a vessel to assist with work being performed on the vessel would be entitled to the above-referenced 8% EDP/HPD

ARTICLE 32

TEMPORARY DUTY TRAVEL

Section 1. Temporary Duty (TDY) is defined as a temporary duty assignment outside the commuting area of James River Reserve Fleet. Travel reimbursements will be computed in accordance with applicable law and regulations, currently 5 U.S.C. Chapter 57, Subchapter 1 and General Services Administration Federal Travel Regulations.

Section 2. Employees assigned TDY will be issued a government travel credit card.

Section 3. TDY assignments will be equitably distributed to qualified employees on an alphabetical and rotational basis among the employees who are assigned to the same Position Description number, (i.e. current classification series and grade, e.g. Rigger, Grade 10, Electrician, Grade 8, etc.) Starting with the highest grade no employee who performs assigned task at JRRF will be excluded from TDY consideration because of grade if they possess the required qualifications.

Section 4. TDY Rosters will be established and maintained current by the Employer for each classification series and grade on a form furnished by the Employer. Rosters will take effect upon approval of this Agreement. Rosters will be posted and a copy will be provided to the Union President.

Section 5. When possible, TDY lists will normally be posted at least two (2) weeks in advance of the TDY.

Section 6. Upon written request the Employer will inform the Union of the number of grades of Bargaining Unit employees to be assigned TDY assignments.

Section 7. An employee may request to be relieved from TDY. However, an employee directed to perform a TDY assignment will comply.

Section 8. If a sufficient number of qualified employees is not available from the TDY roster the Employer will direct the required number of employees to perform TDY work. When directing TDY assignments, the qualified employee with the fewest number of instances of TDY assignments on the TDY roster will be assigned the TDY. In the event the employee with the fewest instances of TDY assignments is not available, then the next employee with the fewest instances of TDY assignments will be assigned the TDY and so on until the Employer is able to assign the required number of employees to TDY. In the event of a tie, assignment will be made on an alphabetical basis based on the employee's last name.

Section 9. In accordance with Federal Travel Regulations, and in the event government transportation is unavailable employees may request to drive their own POV to TDY assignments if the total cost is advantageous to the government.

Section 10. When more than one unit employee travels from the Fleet to a temporary duty assignment, consideration will be given in making the travel arrangements to :

- (a) group rates offered by hotel/motel facilities;
- (b) economy of mileage expenses; and
- (c) conservation of energy.

Recommendations for facilities are welcomed and will be considered in management's decision.

ARTICLE 33

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Both parties recognize the Employer's right to administer disciplinary actions for just and sufficient cause as to promote the efficiency of the service. All disciplinary and adverse actions will be in accordance with applicable law and OPM regulations. MAO 770-751 provides guidance on such matters. All disciplinary actions will be initiated in a timely manner.

Section 2. Disciplinary actions: Oral admonishments, written reprimands, and suspensions of fourteen (14) days or less. An employee will have at least ten (10) days to respond to a proposed suspension of fourteen (days) or less.

Section 3. Adverse actions: Removals, suspensions for more than fourteen (14) days, reduction-in-grade or pay, and furloughs for thirty days or less. An employee will have at least fifteen (15) days to respond to a proposed adverse action.

Section 4. When effecting suspensions or adverse actions, the employee will be informed in writing of the reasons for the proposed action and time frames for replying to the proposed action. The employee will be issued a written decision on or before the effective date of a disciplinary or adverse action. The decision notice will include the applicable grievance/appeal rights.

Section 5. A grievance concerning a disciplinary action must be filed within fifteen (15) days of the effective date of the action at Step 2 of the negotiated grievance procedure. Adverse actions are appealable to the Merit Systems Protection Board.

Section 6. Upon request, the Employer will furnish the employee against whom a disciplinary or adverse action is proposed, or his/her designated representative, a copy of the material relied upon to support the proposed action.

ARTICLE 34

GRIEVANCE PROCEDURE

Section 1. The Parties recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The Parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the Government. This procedure is designed to provide an orderly and equitable means for resolving grievances.

Section 2. Unit employees covered by this agreement may present a grievance, which may be adjusted with, or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3: The Parties by mutual agreement may use Agency provided Alternative Dispute Resolution (ADR) at any step during the grievance process. ADR is a proactive method encouraged by the Parties to facilitate communication and attempt to settle unresolved contractual grievances. Nothing in this Agreement shall preclude discussions between an employee and/or the employee's designated Union representative and the employee's supervisor about a matter of concern to either of them.

Section 4. This article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. The steps outlined in this article shall be the sole procedure available for processing covered grievances. A grievance is defined as any complaint:

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

Section 5. The following are excluded from coverage under this grievance procedure:

- (a) A claimed violation of Subchapter III of Chapter 73 of Title 5 relating to prohibited political activities;
- (b) Any matter related to retirement, life insurance, or health insurance;
- (c) A suspension or removal under Subchapter IV of Chapter 75 of Title 5 taken for reasons of national security;
- (d) Any examination, certification, or appointment for federal employment;
- (e) The classification of any position which does not result in the reduction in grade or pay of an employee;
- (f) Equal Employment Opportunity (EEO) complaints;
- (g) Non-selection for promotion from among a group of properly ranked and certified candidates;
- (h) Allegations of mismanagement;
- (i) Termination of probationary or temporary employees;
- (j) Matters which may be appealed to the Merit Systems Protection Board (MSPB);
- (k) Termination of term employees due to expiration of appointment, lack of work, or lack of funds; and
- (l) Reduction-in-Force (RIF) adverse action.

Section 6. An employee who desires to use the grievance procedure must be represented by the Union unless the employee does not desire such representation, in which case the following conditions apply:

- (a) The employee MUST represent himself;
- (b) The employee must state in writing to the First-Level Supervisor and the Union that he does not desire Union representation at any step in the grievance procedure;
- (c) Resolution of the grievance must comply with the terms and conditions of this Agreement;
- (d) The Union is given the opportunity to be present during attempted resolution of the grievance; and
- (e) The Step 2 decision is final, but remains subject to arbitration.

Section 7. Grievances may be initiated by the employees (either individually or jointly), the Union or the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or the established policies of the Employer. An employee or group of employees in the unit may be represented only by himself or the exclusive Union in filing a grievance under the negotiated procedures.

Section 8. If two or more employees initiate similar grievances (where the basis for the grievance and corrective action being sought are similar) the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other similar grievances.

Section 9. The formal grievance shall be submitted in writing and shall contain:

- (a) the basis for the grievance (to include a description of who, what, when, where, how);
- (b) corrective relief sought; and
- (c) name of the Union representative, as appropriate.

Section 10. An employee and Union representative who is in a duty status shall be authorized a reasonable amount of official time to prepare and present a grievance through this negotiated grievance process.

Section 11. Once a grievance has been accepted for processing under this grievance procedure, failure of the employee or Union to meet the time limits prescribed in this

article will terminate further consideration of the grievance. Failure of the Employer to meet the time limits prescribed in this article shall permit the employee or the Union to advance the grievance to the next step of this grievance procedure. It is understood that there may be extremely unusual and extenuating circumstances (e.g., emergent operational requirements, pre-approved annual leave, unanticipated/unavoidable or prolonged authorized absences, or temporary duty assignments) that preclude timely submission of a grievance or provision of a timely response. In these cases, the time limits prescribed in this article may be amended by mutual agreement of the Parties.

Section 12. Employee grievances shall proceed as follows:

Step 1. The employee and/or the representative shall reduce the grievance to writing. The grievance shall be submitted to the First Level Supervisor within fifteen (15) days of the incident, or within fifteen (15) days following the date the Employee should have been expected to become aware of the incident being grieved. Within seven (7) days of receipt of the grievance, the First Level Supervisor, or designee will meet with the aggrieved employee and/or his Union representative to discuss the grievance. The First Level Supervisor will render a written decision within fifteen (15) days from the date he received the grievance.

Should resolution not be reached with the First Level Supervisor the employee may, within fifteen (15) days of receipt of the First Level Supervisor's written decision, elevate the grievance to Step 2.

Step 2. Should resolution not occur at Step 1, the employee and/or his representative may submit the grievance for a final decision by the Second Level Supervisor, or designee. Within seven (7) days of receipt of the grievance, the Second Level Supervisor, or designee will meet with the aggrieved employee and/or his Union representative to discuss the grievance. The Employer will render a written decision concerning the grievance within seven (7) days after the meeting.

Section 13. Employer grievances shall be filed in writing and submitted to the President of the Union within fifteen (15) days of the incident which gave rise to the grievance, or within fifteen (15) days following the date the Employer should have been expected to become aware of the incident being grieved. The grievance shall specify the basis for the grievance (to include a description of who, what, when, where, how) and the corrective relief sought. A meeting will be held within seven (7) days of receipt of the grievance to discuss the grievance. The Union President will render a written decision to the Employer within seven (7) days of this meeting.

Section 14. Union grievances shall be filed in writing and submitted to the Employer within fifteen (15) days of the incident which gave rise to the grievance, or within fifteen (15) days following the date the Union should have been expected to become aware of the incident being grieved. The grievance shall specify the basis for the grievance (to include a description of who, what, when, where, how) and the corrective relief sought. A meeting will be held within seven (7) days of receipt of the grievance to discuss the grievance. The Employer will render a written decision to the Union within seven (7) days of this meeting.

Section 15. Should extenuating circumstances preclude adherence to the above stated time limits, written reasons will be submitted with the grievance.

Section 16. Grievances not resolved through the provision of this article may be referred to arbitration by either the Union or Employer in keeping with the provisions for arbitration.

Section 17. Either Party may request Federal Mediation and Conciliation Service (FMCS) grievance mediation within seven (7) calendar days of a final grievance decision.

ARTICLE 35

GRIEVANCE MEDIATION

Section 1. Mediation provides for a neutral third party to assist in resolving disputes. The mediator does not render a decision. Settlement reached through mediation must be achieved by the Parties. The mediator facilitates the settlement process by encouraging communication and offering options for settlement of the dispute.

Section 2. The Parties agree to consider the use of a Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation may be requested as outlined in the negotiated grievance procedure. Grievance mediation, if used, must be by mutual consent. Neither Party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a Party's right to invoke arbitration at a later date. If the Parties agree to use grievance mediation, they must submit a joint signed request asking for FMCS assistance. The Parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS, and that the Parties agree to follow FMCS guidelines, which entitle a grievant to be present at the mediation conference. The mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to Arbitration. Nothing said or done by the Parties or the mediator during the mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the Parties agree to hold FMCS, and the mediator appointed by the service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

ARTICLE 36

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by either party within fifteen (15) calendar days after issuance of the Step 2 decision, or conclusion of Grievance Mediation, shall be submitted for arbitration.

Section 2. The Arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from this Agreement. The Arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing. Either party may file exceptions to the Arbitrator's award under appropriate authority.

Section 3. Within ten (10) calendar days after receipt of the notice, the parties shall meet to mutually select an Arbitrator. If unable to do so, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will split the cost of obtaining the list from FMCS. The parties shall meet within ten (10) days from receipt of the list. If they cannot agree on one of the listed Arbitrators, the Local and the Employer will each strike one (1) name from the list and will repeat this process until only one (1) name remains. The name remaining shall be the duly selected Arbitrator. A flip of a coin will determine which party strikes the first name from the list. After selection of an Arbitrator, the parties will meet to determine the issue to be arbitrated. If the parties cannot reach agreement, each party shall make a separate submission to the Arbitrator, and the Arbitrator will determine the issue to be decided. Only those issues properly raised in the grievance procedure may be raised in arbitration. If there is a dispute as to whether an issue is arbitrable, the question of arbitrability will be decided as a threshold issue by the Arbitrator.

Section 4. If either party refuses to participate in the selection of an Arbitrator as stipulated in Section 3 above, the Arbitrator shall be selected by the other party.

Section 5. The fee and expense, if any, of the Arbitrator shall be borne by the losing Party, as determined by the Arbitrator. If there is a split decision in which neither Party can be designated as the losing Party, the costs shall be borne equally by the Parties. When the Union and the Employer mutually request a transcript, the expense will be borne equally by the Parties; otherwise the Party requesting the transcript shall bear the expense.

Section 6 The arbitration hearing will be scheduled during normal work hours within the administrative work week and on the Agency's premises.

Section 7. Employees who are called as witnesses shall be in a duty status while testifying at an arbitration hearing. To ensure this, the Employer may change the hours of work of such employees for the day(s) they will be a witness without regard to the other provisions of this Agreement.

ARTICLE 37

UNION OFFICE AND MEETING SPACE

Section 1. The Employer will provide, at no cost to the Union, the following facilities, materials, equipment and services.

- (a) Private office;
- (b) Reserved parking space;
- (c) Upon approval by the Employer, access to a copying machine for representational activities;
- (d) Upon approval by the Employer, access to a FAX machine for representational activities;
- (e) Desk with four (4) chairs;
- (f) Local and long distance telephone line (strictly authorized representational activities). The Local President will periodically verify that all long distance calls were for representational activities;
- (g) Upon request, access to 5 CFR and agency regulations;
- (h) At the request of the Union in writing and in advance, and subject to availability and safety and security regulations, the Employer will make free space available to the Union to hold internal Union business meetings during the non-duty hours of unit employees.
- (i) When an existing computer and printer in the JRRF office are upgraded, the Employer will arrange to install the former office computer and printer in the Union office for representational activities.
- (j) A radio may be assigned to the Union President to be used for representational activities.

ARTICLE 38

PUBLICITY

Section 1. The Union will be allotted 18" X 22" of the existing official bulletin board as currently located where Bargaining Unit employees are employed to put up their notices and regulations.

Section 2. Within the limits of James River Reserve Fleet, Union literature may only be posted on bulletin boards designated pursuant to Section 1. Literature so posted must

not violate any law or regulation or the security of the Employer or contain scurrilous or libelous material. The Union shall be responsible for the content of its material posted on bulletin boards and the cost of posting literature shall be borne by the Union. Should a dispute occur regarding the nature of the posted material, the Union agrees to remove the questionable material until the matter is resolved.

Section 3. The Union shall be permitted to publish notices of its local meetings on the bulletin board.

Section 4. Upon the Union President's written request, but not more frequently than twice each year, the Employer will furnish the Union a data processing runoff of all unit members' names (arranged alphabetically) and pay grade of the employee. This information, which will be furnished as soon as possible after the written request is received, will be used only in connection with administering this Agreement and for membership solicitation purposes.

ARTICLE 39

CONTRACTUAL WORK

Section 1. The Employer will keep the Union fully notified of any study or planned study conducted to determine the contracting out of Fleet work functions that may have a potential adverse impact on unit employees. The Employer will inform the Union at least thirty (30) days in advance of contracting decisions affecting unit employees. No decision to contract out will be effected until the Union has been notified and given an opportunity to negotiate concerning its impact and implementation.

Section 2. The Employer agrees to carefully consider the views and recommendations of the Union regarding the contracting out of unit work functions which have a potential adverse impact on unit employees.

Section 3. If a study is made pursuant to direction or by regulation for transmittal to higher headquarters on contracting out of work functions which would potentially adversely affect unit employees, the written views and recommendations of the Union will accompany the study, if such are provided by the Union in a timely manner.

Section 4. The Union will be advised of the contracting out decision.

ARTICLE 40

DURATION, REOPENING, AND AMENDMENT OF AGREEMENT

Section 1. This Agreement shall be effective on the date that it is approved by the Director, Office of Personnel. If the Agency does not approve or disapprove the Agreement within thirty (30) days from the date of execution, the Agreement shall take effect on the thirty-first (31st) day. This Agreement will automatically be renewed for 3-year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

Section 2. This Agreement is subject to reopening:

- (a) By mutual consent of the parties concerned;
- (b) When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement;

Section 3. When the renegotiation of this agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.

ARTICLE 41

DISTRIBUTION OF AGREEMENT AND SUPPLEMENTS

The Agreement will be typed in final format by the Employer. After approval, 250 copies of the Agreement will be reproduced. Cost of reproduction will be borne by the Employer. The Employer will distribute copies of the Agreement to all unit members and new employees hired. The union will initially be provided twenty-five (25) copies of the Agreement for internal use, and additional copies will be provided as necessary.

CORRECTION PAGE

The corrections below have been made to the Collective Bargaining Agreement dated October 6, 2009 and have been agreed to by the undersigned.

1. Article 6, Section 7: Suggested wording Section 7. The employee has the right to Union representation at his/her request The employee has the right to remain silent during any investigation in a criminal case **when he/she is the subject of the criminal investigation**, but where prosecution is declined, the employee will be advised that the failure or refusal to answer questions in administrative investigations could result in the initiation of disciplinary action.
2. Article 14, Section 10(c): (c) Family members are spouse and parents thereof, children and adopted children and spouses thereof, **employee's parents**, brothers and sisters and spouses thereof, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

For the U.S. Department of Transportation, Maritime Administration, Division of Atlantic Operations, James River Reserve Fleet, Fort Eustis, Virginia	For the National Association of Independent Labor (NAIL), James River Reserve Fleet, Local #6
Fleet Program	President

