

# **NEGOTIATED AGREEMENT**



**between**

**COMMANDING OFFICER  
STRATEGIC WEAPONS FACILITY, ATLANTIC  
KINGS BAY, GEORGIA**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS (IAMAW)  
DISTRICT LODGE 112, LOCAL LODGE NO. 2783**

**APPROVED BY THE DEPARTMENT OF DEFENSE ON AUGUST 9, 2019**

## **PREAMBLE**

It is the finding of Congress that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving the conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performances and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Pursuant to the provisions set forth in Title V, United States Code (U.S.C.), Federal Service Labor-Management Relations Statute or hereinafter referred to as the "Statute," this preamble and the following articles constitute an agreement by and between the Strategic Weapons Facility, Atlantic (SWFLANT), hereinafter referred to as "employer" and the Local Lodge 2783, hereinafter referred to as the "Union". It is the intent of the parties that the provisions of this agreement and the statute will be interpreted in a manner consistent with the requirement for an effective and efficient government.

In keeping with the above, the parties to this agreement in recognition of their responsibilities will actively support effective and efficient work operations of SWFLANT with a common agreement that attainment of this goal is necessary in order to provide maximum opportunities for continuing employment.

The parties agree to advocate partnership concepts between the Employer and the Union in order to: Produce high quality service and products; Provide employees with continuous skill learning and educational opportunities; Recognize all employees as valuable assets who deserve a quality workplace; Foster the spirit of teamwork within the workplace to promote a high performance work organization; Provide joint alternative dispute resolution training to the parties; Ensure open communication, mutual respect, and trust among all employees; Remove barriers to enhanced productivity and efficient work processes, improved working conditions, and continuous quality improvements; Utilize

interest-based bargaining techniques to resolve workplace issues.

Parties agree to support the concept of partnership by incorporating union involvement, positive attitudes, mutual respect, information sharing, joint training, cooperation, shared responsibility, timeliness, receptiveness, openness and trust. The parties will actively promote a common understanding of this agreement and effective/efficient work operations to ensure timely completion of jobs, increase productivity, promote regular attendance, improve quality workmanship, eliminate unsafe working conditions and habits, prevent accidents and promote the development of good will between the employees, the Union, the Employer and the communities. The parties agree to work toward a common understanding between supervisors, managers and Union representatives of this agreement.

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# ARTICLE 1

## EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

**SECTION 1.** Employer hereby recognizes that the Union is the exclusive representatives of all employees within the unit, as defined in Section 2 below. The Union is entitled to act for, and negotiate on behalf of all employees in the unit and is responsible for representing the interest of all such employees without discrimination and without regard to Union membership, with respect to grievances, personnel policies, practices, and matters affecting their general working conditions.

**SECTION 2.** The unit, to which the agreement applies, is composed of all ungraded employees of SPK34 located at Kings Bay, GA, including employees holding the rating of Leader. Excluded are GS employees, management officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors, as defined in Section 7103(a)(10) of the Statute.

**SECTION 3.** Termination of this Agreement will not, in and of itself, terminate the recognition granted the Union.

**SECTION 4.** The provisions of this Agreement shall be binding on the parties for any new operation directed by the Command (employer) to the extent that such operations affect employees in the unit.

**SECTION 5.** In the administration of this agreement, employer and Union officials are governed by the policies set forth in the Statute, by existing or future laws and the regulations of appropriate authorities, and by subsequently published agency policies and regulations required by law.

**SECTION 6.** The provisions of this agreement will supersede any prior or existing practices, policies, or instructions that conflict with the provisions herein in all matters within the discretion and authority of the Commanding Officer of SWFLANT.

**SECTION 7.** The employer in exercising the rights set forth in Article 2, and the Union in exercising the rights set forth in Article 3, shall not do so in violation of other provisions of this agreement.

## ARTICLE 2

### RIGHTS AND OBLIGATIONS OF MANAGEMENT

**SECTION 1.** In accordance with the Statute, nothing in this agreement shall affect the authority of any management official of SWFLANT:

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 of the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

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

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

(b) Any other appropriate sources;

(4) To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

**SECTION 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

a. Procedures which management officials of the agency will observe in exercising any authority under this Section; or

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

c. At the election of the Employer, on 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.

d. To this end, the parties will enter into information sharing and/or consultation when management determines a need for change regarding any issue or subjects relating to conditions of employment or at the request of the Union. It is agreed that the Union will be notified as early as possible in the planning stage for such changes in order to allow meaningful discussions between the Union and cognizant management officials. The parties will utilize the following procedures for sharing information and/or consultation.

(1) The Chief Steward of SWFLANT and/or Union President will be notified by the appropriate level of management, usually the person who is responsible for initiating the process change for the matter involved, or by HRO Labor Management Employee Relations, (LMER). If notification is by the Union, the Chief Steward or the Union President of SWFLANT will contact HRO (LMER) and the appropriate management officials to initiate such information sharing and/or consultation.

(2) The parties agree to meet as soon as practicable after the initial contact has been made to discuss the issue(s). In this regard, the initiating party will provide the other party with relevant information on the subject prior to the meeting. The parties acknowledge that there may be emergency situations that call for immediate action; however, such situations should be rare. However, depending on the urgency of the situation, the parties will attempt to resolve each other's identified concerns in a timely manner. In no case, will either party deliberately delay the process. Such meetings shall have priority over normal business between the parties. It is understood that the intention to share information is the obligation owed to the parties under 5 USC 7114 (b)(4). Management will not knowingly and willfully withhold information that is necessary and relevant for the Union to exercise its duty of fair representation, to the extent allowed by law.

(3) Any agreements reached through negotiation will be in writing and signed by the parties.

**SECTION 3.** Management will furnish the Union an annual list of all employees in the bargaining unit. The list shall be in alphabetical order and shall contain the following information:

code and shop, pay number, occupational code, position title, and service computation date.

**SECTION 4.** Management agrees that it will apply all policies, rules, regulations, laws, and other matters affecting conditions of employment, and all terms of this agreement apply to all employees in the bargaining unit.

**SECTION 5.** Provisions in the agreement which name tasks, duties, or responsibilities to be performed by specific personnel, e.g., immediate supervisor, serve to acknowledge an existing practice and do not constitute an attempt to restrict the statutory right of the employer to assign such tasks or responsibilities to other personnel or organizational elements.

# ARTICLE 3

## RIGHTS AND OBLIGATIONS OF THE UNION

**SECTION 1.** The Union is entitled to act for and negotiate collective bargaining agreements and represent the interests of all employees in the bargaining unit without discrimination or regard to labor organization membership. The Union shall have the right and responsibility to present its views to management on matters of concern, either orally or in writing; and to have such views considered in the formulation, development, and implementation of personnel policies, practices and matters affecting general conditions of employment within the authority of the Commanding Officer of SWFLANT. If either party requests, the parties agree to meet promptly in an effort to resolve the matter which created the concern.

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

a. Any formal discussion between one or more representatives of management 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; or

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

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

(2) the employee requests representation.

c. The employer shall make annual notification to all employees of the right to representation outlined above as well as its policy statement concerning labor relations. Such notification shall specifically state that supervisors and management officials of the agency will not take any action that would encourage or discourage membership in the Union.

**SECTION 3.** Management will provide the Union a bulletin board in each EHW. These bulletin boards will be provided with a lock and key and shall be for the exclusive use of the Union.

**SECTION 4.** Management will continue to provide access to SWFLANT notices, instructions, and bulletins pertinent to civilian personnel and upon request, other matters affecting conditions of employment.

**SECTION 5.** Consistent with security or other legal restrictions, the Union will be advised of any pending significant changes in SWFLANT's workload and will be advised monthly of current workload information. At the Union's request, management will meet with the Union President/Chief Steward to discuss pending significant changes in the workload.

**SECTION 6.** All employees hired into a position in the unit will be introduced to the Chief Steward and Steward upon entry for duty within the activity. The Chief Steward will be allowed reasonable time to discuss labor-management aspects of employment with the new employee(s).

**SECTION 7.** Management and the Union will keep records as each party deems necessary. Recording devices of any kind will not be used in labor-management relations unless the parties mutually agree; and the recording device does not violate any security requirements. Whenever a summary of a meeting is prepared by either party, a copy of the summary will be furnished to the other party upon request.

# ARTICLE 4

## RIGHTS OF EMPLOYEES

**SECTION 1.** Employees in the unit have the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any 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 representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authorities.

**SECTION 2.** Unit employees are hereby apprised of their rights under Section 7102 of the Statute and are assured that no interference, restraint, coercion, or discrimination will be practiced by SWFLANT management to encourage or discourage membership in the Union.

**SECTION 3.** Management shall apply all provisions of this agreement to all employees in the bargaining unit.

**SECTION 4.** The Union and management agree that labor-management relations are enhanced by resolving matters at the lowest level possible. To this end, it is agreed that should an employee wish to communicate on matters pertinent to this agreement or other SWFLANT policies or practices that affect the employee's condition of employment with his/her Chief Steward or Steward, he/she shall request permission to do so from his/her supervisor and state in general the nature for the request. Management agrees unit employees shall have the right to communicate and consult with the Chief Steward or Steward during his/her working hours, usually by the end of the next scheduled work day, at the employee's work site, or other suitable area designated by the employee's supervisor. If, due to operational commitments, permission to communicate and consult is denied, the supervisor shall inform the Chief Steward or Steward and the employee of the reasons for the denial and provide a mutually agreed upon time when they can communicate. The supervisor will not deny or delay the right to consult and communicate for arbitrary or capricious reasons.

**SECTION 5.** No employee will be required 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 the employee for the payment of dues through payroll deduction. However, this does not preclude employees

who become members or who are members of a labor organization from voluntary payment of dues by other means.

**SECTION 6.** Bargaining unit employees have the right to Union representation and the employer agrees to make the Chief Steward or Steward available. In these instances, the employer agrees to delay such discussions or meetings. However, such delay will not be unreasonable and the employer has the right to proceed with such discussion or meetings as the employer deems necessary. The right to have a representative present shall include investigations conducted by any management official representing the agency, but not limited to Naval Criminal Investigative Service (NCIS), Occupational Safety Health Administration (OSHA), etc., when the conditions of Article 3, Section 2(b) exist.

**SECTION 7.** The bargaining unit employees' supervisor shall be responsible for the assignment of work, evaluating the performance of the employee, approving leave, and taking of disciplinary action. While the employer has the right to assign work, the employees will be officially notified of the responsible supervisor at any given time. The designation of a specific supervisor will not preclude other management representatives or work leaders from assigning work coordinated through the first line supervisor. The assignment of a supervisor other than the official first line supervisor will not alter, modify, or change the recording, posting, charging, or equalization of overtime or night shift assignments as provided elsewhere in this agreement. Except in unforeseen, extenuating circumstances, the performance appraisal of the employee will be completed by the bargaining unit employees' officially assigned supervisor.

**SECTION 8.** All bargaining unit employees will be afforded a reasonable amount of time to review personnel files. For Official Personnel Folder contact HRO. Time to review all other personnel files (e.g. PRP/medical/supervisory) will normally be granted within ten days.

# ARTICLE 5

## NEGOTIATIONS AND CONSULTATIONS

**SECTION 1.** Employer and the Union acknowledge their obligation to meet and confer as imposed by the Statute. Matters appropriate for consultation and/or negotiations between the parties are all personnel policies and practices or other matters affecting general working conditions of employees in the unit, which are within the discretion of employer, as provided for in the Statute.

a. Negotiation shall mean the process whereby the representatives of the unit employees and employer communicate for the purpose of reaching agreement on those matters referred to in this Article.

b. Consultation means any communication, either oral or written, between the parties concerning conditions of employment affecting unit employees that are within the discretion of employer. Consultation does not involve joint decision-making, but may result in agreement between the parties. Consultation shall include good faith, mutual exchange, and discussion of views in an attempt to reach the best possible solution to such matters offered for consideration by either party.

c. It is recognized that this agreement is not all inclusive and the fact that certain personnel policies, practices, and matters affecting conditions of employment have not been specifically covered in the agreement does not lessen the responsibility of either party to communicate with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this agreement.

**SECTION 2.** When employer exercises its right concerning changes in personnel policies, practices, and other matters affecting conditions of employment of unit employees, the Employer will submit the proposed change utilizing the normal communication methods (i.e. email). The communication will be provided to the Union President and Chief Steward. If the proposed change is based on a written directive or regulation from a higher authority, such directive or regulation will be furnished to the Union upon request. Within five (5) workdays after receipt of notice of the proposed change, the Union may request negotiation/consultation, and/or may furnish written comments on the proposed change. An additional five (5) workdays will be

granted upon request. When a meeting is requested, employer will meet with the Chief Steward/Steward and non-employee representative, within ten (10) workdays of the request, unless otherwise agreed to by the parties. The number of participants shall be sufficient to allow a comprehensive and in-depth discussion of the subject matter at hand. If necessary, the parties may meet for the purpose of agreeing upon the method by which the negotiations will occur and any arrangements necessary to carry out those negotiations.

a. Employer shall not implement any instruction/notice, rule, or regulation of higher authority concerning changes in personnel practices, policies, or matters affecting conditions of employment of any unit employees without proper consultation and/or negotiation with the Union, unless it is deemed illegal or de minimis.

b. A new rule or policy concerning personnel policies or practices of unit employees will not be effected retroactively unless provided for by regulations or by mutual agreement of the parties.

**SECTION 3.** If the Union disagrees with the proposed Employer change in conditions of employment, both parties agree to mediation pursuant to statutory requirements. The Union will be required to establish in writing any specific issues being referred to third party. If FMCS is not available in a timely manner, both parties shall consent to seek alternative methods of mediation at a level mutually agreed upon and appropriate for the issue prior to FMCS being involved with the dispute. If mediation fails, the Employer may unilaterally implement the change after informing the Union of the intended implementation date and shall provide the Union with a written statement on the reasons why formal action was taken. The Union may then submit the issue in writing to the Federal Service Impasse Panel (FSIP) in accordance with FSIP procedures.

**SECTION 4.** Meetings covered by this Article will be held during normal day shift hours, and Union representatives shall be on official time during such meetings for the time they otherwise would be in a work status. When such meetings are requested, they will be held prior to changes being made in personnel policies or practices affecting conditions of employment or employees in the unit.

## ARTICLE 6

### PROVISIONS OF LAW AND REGULATION

**SECTION 1.** It is agreed and understood by the employer and the Union that this agreement, after its approval by the Agency Head, shall be binding and have the full force and effect accorded it by the Statute.

**SECTION 2.** It is further agreed and understood that rules and regulations, other than laws and government wide regulations, issued subsequent to the date that this agreement is approved by the Commanding Officer and ratified by the Union shall not take precedence over this agreement, unless renegotiated through supplemental agreements or it has been established that a compelling need for such rule or regulations exists. Such rules and regulations shall not operate to nullify, circumvent, or otherwise abrogate any terms or conditions negotiated in this agreement.

# ARTICLE 7

## UNION REPRESENTATION

### SECTION 1. STEWARD

a. Within 30 days of the effective date of this Agreement, the Union will furnish the employer (Commanding Officer (CO) and HRO (LMER)) with a written list of authorized and designated SSP Union officers, stewards, or other on-site representatives who can perform the representational functions of the Union which list will be updated yearly from the date of contract expiration. The employer agrees to recognize a Chief Steward and two Stewards duly authorized in writing by the Union. The Union will endeavor to provide representation on both shifts.

b. Each employee in the bargaining unit shall have access to a Steward within 24 hours, upon request, or a mutually agreed upon time.

c. In the absence of the Chief Steward, the Steward may function as the Chief Steward and may designate an alternate Steward. In the absence of a Steward, the Chief Steward may appoint an alternate. For temporary appointments not to exceed five (5) days, such notification shall be by telephone. For absences of more than five days the notification shall be in writing to the CO and to the HRO (LMER) regarding alternative union stewards or temporary appointments.

d. The Steward may consult with the Chief Steward and the Chief Steward may provide assistance to the Steward on any appropriate Union-management matter.

e. It is recognized by the employer that the Local Lodge crosses two activities and that the President of the Union may come from a different activity. The employer agrees to recognize the President of the Union regardless of which Activity he may work for, in accordance with this agreement. The point of contact and designated representative for all matters relating to the bargaining unit shall be the Chief Steward and/or President and all notices concerning personnel policies, practices, and matters affecting working conditions or any changes thereto shall be sent to them. To be entitled to official time, however, the representative must be a member of the same bargaining unit.

f. The employer agrees that the President of the Union, who may be from another activity, may be present at a meeting when requested.

g. The Union shall have the right and the freedom to select and designate representatives and the employer will not assume or otherwise usurp this right by the recognition of persons who have not been clearly designated to act for or on behalf of the IAM&AW.

## **SECTION 2. RIGHTS OF UNION REPRESENTATIVES**

The employer and the Union agree that on a specific grievance or complaint, the Steward may consult with the Chief Steward, and the Chief Steward may consult with the President.

## **SECTION 3. TIME FOR ADMINISTRATION OF THE AGREEMENT**

a. In recognizing that improvements in union-employer cooperation may be brought about through constructive activities, the employer agrees that reasonable official time, without charge to leave, and with the approval of the representative's supervisor within 24 hours after request, will be granted to the representatives of the Union to discuss with employees and the employer matters relating to the work situations in their shops or other work areas.

b. When it becomes necessary for a Chief Steward or Steward to leave his/her work area to transact appropriate union-management business during work hours, the Chief Steward, and/or Steward, will notify his/her first line supervisor and advise him/her of the approximate amount of time he expects to be away from the job. In the absence of compelling reasons to the contrary, i.e., a specific work requirement, the Chief Steward and/or Steward will be promptly released.

c. When the Chief Steward and/or Steward have completed the appropriate union-employer business, the Chief Steward and/or Steward will report back to the supervisor so that an accounting of the employee's time may be made.

d. In the event the Chief Steward and/or Steward, when assigned to the swing shift, are required to attend union management meetings and/or grievance procedures, management will notify first line supervisor. Chief Steward and/or Steward who is required to attend the meeting may be permitted to odd shift without loss of his or her shift differential.

#### **SECTION 4. VISIT OF NON-EMPLOYEE REPRESENTATIVES**

a. The employer agrees to make necessary arrangements, subject to applicable security regulations, for authorized local and international representatives of the Union, who are not employees, to visit the activity during regular working hours.

b. The employer will arrange for the Union's International Representative with a picture identification badge and a temporary vehicle pass that will authorize access to the facility in accordance with applicable security regulations. The non-employee representative may be entitled to meet with the employer, the Chief Steward and/or Steward on appropriate union-employer business in accordance with the terms of this agreement. Arrangements will be made in recognition of the workload and coordinated through the first line supervisor.

#### **SECTION 5. UNION OFFICE AND/OR SPACE AVAILABLE FOR UNION BUSINESS**

a. The employer agrees to provide to the Union a suitable office at a mutually agreeable site. This office will be for Union use only. The office will be locked with controlled access with a log for key issue.

b. The employer further agrees to provide to the Union a computer, printer, keyboard and mouse with network capabilities along with normal office furniture, including a locked filing cabinet. The parties acknowledge the cabinet is subject to internal security practices. All equipment will be kept updated.

# ARTICLE 8

## DUES ALLOTMENTS

**SECTION 1.** Union dues, the regular, periodic amounts required to maintain an employee in good standing in the Union, shall be deducted by the employer from an employee's pay each payroll period when the following conditions have been met:

a. The employee is either a member in good standing with the Union or has signed up for membership in the Union subject to the payment of the first month's due through voluntary allotment as provided herein, and the employee's net salary, after other regular and required deductions, is regularly sufficient to cover the amount of an authorized allotment for employee organization dues. Deductions are to be made each pay period in which earnings are sufficient to cover the amount of the allotment after all other deductions authorized either by law or by the employee have been made. Deductions will not be made retroactively.

b. The employee has voluntarily authorized such a deduction on SF1187, supplied by the Union.

c. The Union has completed and signed Section A of such form on behalf of the Union.

d. Such completed forms, clearly identifying the employee, shall be transmitted by the Union to the comptroller for forwarding for purposes of the payroll deduction for dues allotment to the Union.

**SECTION 2.** The Union shall supply to the employee involved the SF1187. The Union shall be responsible for the purchase and the distribution of such forms to its members and for completion of Section A, including the certification of the current amount of such Union's regular dues to be deducted each bi-weekly pay period. It will be the responsibility of the Union to assure that allotments on the part of its members are voluntary and to inform employees fully of the conditions governing revocation of allotments.

**SECTION 3.** Deduction of dues to the Union shall begin with the first pay period which occurs after receipt of SF1187 by the payroll office.

**SECTION 4.** The amount of Union dues to be deducted each bi-weekly pay period on behalf of the Union shall remain as originally certified to on such allotment forms by the authorized Union official until a change in the amount of such deduction is certified to by the authorized Union official and such certification or change is duly transmitted from the Union to the local comptroller.

**SECTION 5.** Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per bi-weekly pay period, shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the payroll office, with the exception that notice of changes must be received by the payroll office by noon Monday preceding the commencement of the pay period in which the change is to be effective.

**SECTION 6.** Employee's voluntary allotment for payment of Union dues will be terminated when the agreement between the agency and the exclusive representative involved ceases to be applicable to the employee.

**SECTION 7.** An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission of a SF1188 properly executed in duplicate by the individual employee to the HRO for forwarding to the payroll office. Employees may terminate an allotment only upon the one (1) year anniversary of the date the employee signed the SF1187 and on each succeeding anniversary date. A request for termination of allotment under this section must be submitted no sooner than fifteen (15) days prior to the one (1) year anniversary date and no later than fifteen days after the anniversary date. HRO will be responsible for obtaining a supply of the SF1188 and making the form available to employees upon request.

**SECTION 8.** Union approval is required when an employee submits a SF1188, termination of dues deduction, outside the anniversary date window outlined in Section 7.

**SECTION 9.** The Union shall promptly notify the HRO in writing when any member of the Union is expelled or for any reason ceases to be a member in good standing. Such notices will be effective at the next appropriate pay period after processing.

**SECTION 10.** The employer shall transmit to the Union Secretary-Treasurer promptly after each regularly scheduled payday all of the following:

a. List, in duplicate, of employees on a voluntary dues allotment. Each list shall include the name of each employee on voluntary allotment, the amount of the allotment deduction made for each employee, the total monetary amount of all deductions made for the employee members, and the total number of allotment deductions.

b. A check drawn on the Treasury of the United States, made payable to the Union in an amount equal to the grand total of such monetary allotment deductions made will be directly deposited to a bank designated by the Union.

**Section 11.** The Union is responsible for keeping the Employer informed of the address and/or direct deposit account to which remittances shall be sent and made payable.

**Section 12.** The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each calendar year. Administrative errors on remittance checks or direct deposits will be corrected and adjusted as soon as reasonably possible. If the Union is not scheduled to receive a remittance check or direct deposit, after discovery of an error, the Union agrees to promptly refund the amount or erroneous remittance or direct deposit.

# ARTICLE 9

## HOURS OF WORK

### SECTION 1. BASIC AND ADMINISTRATIVE WORKWEEK

a. It is understood it is management's responsibility to ensure adequate coverage during mission support hours utilizing a dual shift operation. Mission support hours are 0600-2330. Both parties understand that mission support hours are subject to change with notice to the Union, and appropriate arrangement(s) bargaining allowed to the fullest extent of law, by the parties. Flexible start times are permissible with supervisory approval. Additionally, all work schedules will be approved at the discretion of the supervisor utilizing the provisions of this agreement. A non paid meal break will normally occur during the middle of the employee's normal work hours.

(1) The basic workweek will consist of five (5) days, Monday through Friday, on each of which the employee is scheduled to work eight (8) hours. The basic workweek is the period for which an employee is paid his/her straight time rate. All hours worked outside of the employee's established basic workweek will be paid at the appropriate overtime rate.

- (a) Work schedules available:
- Eight (8) hour schedule with 30-minute lunch
  - Eight (8) hour schedule with no lunch

(2) The parties have agreed under the provisions of Title 5 USC, Section 6130 and 5 CFR 610 Subpart D, to implement a Compressed Work Schedule (CWS) for the employees within the bargaining unit. If the parties mutually agree to terminate or alter the CWS program, it will be done in accordance with the requirements of Title 5 USC, Section 6133.

- (a) Work schedules available:
- 5/4/9 schedule with 30-minute lunch
  - 5/4/9 with no lunch

(b) The option of a lunch period or a straight shift with no lunch will be the employee's option.

(c) Employees may change their schedule if the change would not adversely impact another employee. The change

is subject to supervisory approval. When a change is made, other than a scheduled shift rotation, the Chief Steward will be notified.

(d) Employees will be allowed to come on or off the CWS or change the Regular Day Off (RDO) or short day no more than once every four months, at the time of scheduled shift rotation, and with advance notice via the shift preference form. Request for changes must be submitted no later than the beginning of the pay period preceding the pay period in which the change is to be effective. All aspects of the CWS will be administered to all employees in a fair and equitable manner.

(e) RDO selection should be at the employee's option, will be based on seniority, and final approval by the supervisor.

(f) Compressed work schedules option, hours of duty, RDO, lunch period, and short day will be indicated on the shift preference form.

(g) When a selected RDO falls on a Federal Holiday, the employee will receive an "in lieu of holiday" in accordance with laws, rules and regulations. In such cases the following will apply:

For those employees whose RDO falls on a Monday, if a Federal holiday occurs on that Monday RDO, the following workday will be the "in lieu of holiday" for the employee.

## **SECTION 2. STARTING AND QUITTING TIMES**

a. Bargaining unit employees shall be assigned to shifts within the administrative workweek, in accordance with the terms of this agreement. Any proposed changes involving the basic starting and quitting times will be discussed with the Chief Steward in advance of such changes and the Union will be provided the opportunity to bargain over the impact of such changes.

b. It is understood a reasonable amount of time shall be allowed prior to the end of each shift for protection of property, equipment, and cleanup.

## **SECTION 3. SHIFT ASSIGNMENTS**

a. Assignments to shifts will be accomplished by shift preference forms filled out by each employee indicating his or her first choice of shift and then his/her second choice. The employer will then proceed to staff the shifts using the shift preference forms based on service computation date, the most senior employee getting his or her choice of shifts. The duration of all shift assignments shall be for four (4) months.

b. Assignments to shifts will be made first from among those employees in the group who wish to volunteer provided such assignments will result in a qualified work force. In the event there are insufficient volunteers, other qualified employees within the group and job classification will be assigned to the shift for four (4) months. Employees will be assigned on the basis of inverse order of seniority, the least senior being required to work the shift first, etc. An employee forced onto the back shift shall not be required to remain on the shift for longer than 4 months or 1 shift change. An employee who has been forced to the back shift shall not be forced again until all employees from that classification on the force roster have been assigned. A forced roster will be a list of all employees in each classification in inverse order of their service computation date. This roster shall be posted in the break room and shall be accessible to employees for viewing.

c. Employees will be required to complete the shift preference form only when requesting to change shifts, unless changed by the requesting employee, the forms will remain on file to be utilized at the next scheduled shift staffing period. Assignments to the shifts will be in the same manner as outlined in Section b above.

(1) Employees may change their shift preference form at any time desired, but not later than the beginning of the pay period preceding the pay period in which the change is to be effective. This will allow the supervisor to review the forms and ensure proper staffing.

(2) All completed forms will be kept for the life of this agreement and will be available for review by the Union upon request. Copies will be provided to the Union.

# ARTICLE 10

## OVERTIME

### SECTION 1. OVERTIME COMPENSATION

a. All employees' pay, where applicable, will be computed under the current regulations of Title V or the Fair Labor Standards Act.

b. No employee shall be required to work more than eight (8) hours, or nine (9) hours in the case of 5/4/9 work schedule, in any twenty four (24) hour period without compensating such employee for all work performed in excess of eight (8) or nine (9) hours which ever applies, at the appropriate overtime rate.

c. Employees in the unit shall not be required to perform any work or duty before or after his/or her scheduled work hours without properly compensating the employee for all such work or duty at the overtime rate. Additionally, for regularly scheduled overtime, FLSA non-exempt employees may request compensatory time in lieu of overtime pay. Overtime charged as compensatory time will be credited in the same manner as overtime per Section 3 of this article.

d. Bargaining unit employees not assigned overtime due to employer error shall be entitled to overtime pay for all such hours. The parties acknowledge that entitlement to pay must be in accordance with 5 CFR 610.121 and provisions of the Back Pay Act.

e. Because of the nature of the work and a high degree of safety that must be maintained, the employer agrees to follow the safety requirements of SWFLANT Safety Manual (SWFLANTINST 5100 series) with respect to work assignments, which may exceed twelve (12) hours in duration. If the employer requires an employee to work beyond the twelve (12) hour limitation, as provided for in SWFLANT Safety Manual (SWFLANTINST 5100 series), the employee will be afforded a period of rest before being expected to proceed. The employer further recognizes that work beyond the twelve (12) hour limitation requires the Weapons Officer's permission and creates the need for higher degree of caution and agrees to place particular emphasis on the safety aspects of the job to which the employee is assigned. In the event an employee is required to work (14) hours or greater,

the employee may be required to odd shift the following workday to provide a minimum of (8) hours off from the end of last shift worked to the beginning of the next shift.

## **SECTION 2. OVERTIME DISTRIBUTIONS**

a. The employer agrees that overtime work will be assigned by the first line supervisor or designee and distributed as fair and equally as possible amongst all qualified employees within the group by job classification (e.g. WL/WG 5210 and 5725). The employee's group is composed of all employees on the same shift. Proper assignment of overtime remains the responsibility of the supervisor.

b. For the purpose of this article, "turn" is understood to mean the rotational sequence of an employee for an overtime assignment based on his/her eligibility, least accumulated overtime hours, and Service Computation Date (SCD) (seniority), in that order.

c. When work is to be performed on overtime, the supervisor will first determine the qualifications required based upon the duties to be performed. The work will then be assigned in accordance with paragraphs (a) and (b) above. The duties expected to be performed by the employee in a given classification are the "character of the work".

d. If the character of the work dictates that an employee cannot perform the work due to a lack of assignment and experience in that work, it is agreed that the employee shall not be charged with a refusal to work overtime if it is his or her turn. Every effort will be made by the employer to see that the employee receives proper orientation and familiarization with the assignments requiring overtime, so that future overtime assignment may be equalized.

e. When all employees from one classification and group are required to work, and the need for additional employees is required, the employer may ask an employee from another group within the same classification to work in accordance with the overtime list.

f. When an employee is temporarily promoted to Supervisor or is standing in as temporary Supervisor, the employee will work in the capacity as a Supervisor and not a journeyman, within the time specified in the notification.

### **SECTION 3. OVERTIME COMPUTATION**

a. a. Immediately after the effective date of this agreement, a list of employees in each group will be established and placed in order of the most senior to the least senior by SCD. A newly assigned employee to the group will be given the average number of hours overtime and placed on the list according to his or her SCD.

b. Overtime computation will begin at the time such list is prepared following the effective date of this agreement, and will be maintained throughout the life of this agreement and reset at start of first pay period of the calendar year.

c. When overtime is started and reset, the most senior qualified employee will be given the opportunity to work overtime first. Thereafter, assignments will be offered to each qualified employee in descending order of the seniority list. The qualified employee with the least accumulated overtime within the group in which he/she works will be worked or offered overtime prior to offering to anyone with more accumulated overtime. Where there are ties for least accumulated overtime the most senior employee will be offered overtime first.

d. No employee will be brought in and assigned work on an overtime day to the exclusion of an employee regularly assigned to the group.

e. When the employee is temporarily promoted to Supervisor, the employee's overtime will be "Frozen." When the employee is returned to their regularly assigned position, the employee will be averaged back into the overtime list.

### **SECTION 4. OVERTIME RECORDS**

a. Immediately after the effective date of this agreement, a list of all employees in like classifications and grades in each group will be established in order of the most senior to the least senior by SCD and posted in a conspicuous place. Accumulated overtime will be added to this listing.

b. The listing shall be maintained on an agreed upon form. Accurate entries on the form, including the total accumulated hours, will be made by the employer after the overtime has been

worked, but no later than the Tuesday following the overtime assignment.

c. Upon request, the employer will make available a copy of the official overtime notification posting to the Steward or Chief Steward when it has been completed or in any event not later than the time it is posted.

d. Upon request, following the overtime assignment, the Steward or the Chief Steward shall be provided a copy of the corrected overtime posting if changes to the posting have been made.

e. In disagreements involving overtime assignments, the employer and the Union will make every effort to work out the disagreement prior to the overtime assignment. If satisfactory settlement cannot be reached prior to the overtime assignment it shall be handled through the negotiated grievance procedure. Nothing in this section is to be construed as a forfeiture of the right to resolve complaints involving overtime under the Negotiated Grievance Procedures contained in this agreement.

#### **SECTION 5. OVERTIME CALL BACK AND MINIMUMS**

a. Employees called back on an overtime basis shall receive at least three (3) hours pay at the overtime rate even though no work, or less than three (3) hours work, is actually performed. Call back is overtime work performed by an employee on a day/shift when work is not regularly scheduled for the employee or for which the employee has been required to return to the place of employment. Equitable distribution of overtime for employees called back will follow normal distribution principles.

b. In selecting an employee to be called back to work overtime the employer agrees to utilize the overtime listing to select the next eligible employee whose turn it is to work. A reasonable effort will be made to contact that employee and a record of such effort will be made. It is understood the employee is responsible to respond to the initial notification within thirty (30) minutes.

c. It is understood that in an emergency situation the employer may have to deviate from the normal order of calling employees to respond to the emergency. This exception is limited to an emergency that requires immediate action and the employer will notify the Chief Steward and Steward of the reason for the deviation as soon as practical.

d. When it becomes necessary to cancel a scheduled overtime assignment, once the assignment has been made and the cancellation is made after end of the shift on Friday preceding the overtime assignment and the employee has reported for work, the employee shall be paid a minimum of three (3) hours overtime pay.

e. The employer will endeavor to schedule and assign non-basic workweek overtime work for a minimum of four (4) hours.

#### **SECTION 6. OVERTIME NOTIFICATION**

a. Absent emergent situations, the employer will officially notify all employees at least twenty-five (25) hours in advance of the requirement for overtime work by posting in a conspicuous place a list of those required to work unless unforeseen overtime requirements prevent such notification.

b. Non-basic workweek overtime notices for Saturday, Sunday, and/or holiday overtime will be posted on Thursday, except when Thursday falls on a holiday, in which event these notices will be given on Wednesday. It is understood that occasionally there may be emergent situations that shorten the notice period. These situations should be understood to be exceptions not the rule to the twenty-five (25) hour notification.

#### **SECTION 7. OVERTIME EXCUSAL**

a. Upon request, the employer agrees to relieve an employee from an overtime assignment, provided another employee qualified to perform the specific work assignment is available and willing to work. An employee whose turn it is to work and who is relieved from an overtime assignment will be charged as having worked. The employer will re-assign the overtime according to the official overtime list.

b. When two or more employees request to be relieved from an overtime assignment and the employer cannot honor the total request, the employee with the most accumulated overtime has a greater right to be relieved first.

#### **SECTION 8. EARNING OVERTIME/COMP TIME AND THE USE OF LEAVE**

a. No employee will be denied the opportunity to work overtime based solely on the use of leave. A first shift

employee will contact the supervisor/designee by 1200 on Friday and second shift by 1800 to confirm overtime assignment.

b. Employees away on Jury Duty and/or Military Leave will not be considered or charged for the overtime assignment.

c. An employee who has scheduled annual leave of one week or more may be relieved of the requirement to work overtime prior to and following the week of leave and shall not be charged.

d. Employee may choose to receive compensatory time instead of overtime for an equal amount of irregular or occasional overtime work per SWFLANTINST 7420.2 Civilian Timekeeping Attendance and Leave.

#### **SECTION 9. CHARGING OF OVERTIME**

a. Only the employee(s) whose turn it is to work will be charged, unless character of the work is invoked. In this regard, the employee will not be charged and it will become the next qualified low employee's turn. When an employee(s) whose turn it is to work is excused from an overtime assignment, only that employee(s) and the employee(s) who works in his/her place, will be charged for the overtime.

b. All overtime hours worked will be charged. Overtime may be worked and will be charged in increments of six (6) minutes (1/10th hour).

c. Employees will not be charged for working holiday overtime. A separate listing of employees working holidays will be maintained and assignments to work holidays will be made from that list, first using volunteers and then assigning the employee(s) to work on the basis of least seniority and last holiday worked until everyone has had a turn at working a holiday.

d. Employees required to work on a holiday outside of the employee's regular shift will be paid at the overtime rate.

# ARTICLE 11

## ENVIRONMENTAL DIFFERENTIAL

**SECTION 1.** The Employer shall assign environmental differential pay (EDP) to unit employees engaged in hazardous work or work involving exposure to a hazard, a physical hardship, or working conditions of an unusually severe nature to the extent permitted and prescribed by applicable regulations (5 CFR Parts 532 and 550) and the Office of Personnel Management (OPM) Appropriated Fund (AF) Federal Wage System (FWS) Operating Manual, Appendix J.

**SECTION 2.** Environmental pay assignments shall be assigned in accordance with requirements of the position and mission accomplishment. No employee shall be assigned to menial or dirty tasks as a reprisal or punishment, or to environmental pay assignments as a reward.

**SECTION 3.** Cognizant supervisors, when assigning employees to work for which environmental pay has been determined authorized by the Commanding Officer in conjunction with 5 CFR Parts 532 and 550, shall so inform the employee. If at any time an employee believes that environmental pay is warranted, the employee should call the matter to the attention of the supervisor who will make, or obtain a determination and advise the employee. The employee may exercise the right to be represented by a Union representative when discussing environmental pay.

**SECTION 4.** If an employee feels he/she is not receiving the proper amount of environmental differential pay for the work assigned, he/she shall meet with the cognizant second level supervisor for resolution. If a dispute arises concerning the application or interpretation concerning the criteria of an established environmental differential category found in 5 CFR Parts 532 and 550, that complaint may be filed in accordance with the negotiated grievance procedure.

**SECTION 5.** The following types of work for which environmental differentials are payable at this Facility are cited as examples only and are not all inclusive:

- a. High work
- b. Dirty work

- c. Hot work
- d. Welding preheated metals
- e. Hazardous boarding of surface craft
- f. Work at extreme heights
- g. Fibrous glass work
- h. Welding, cutting, or burning in confined space
- i. Duty aboard submerged vessel
- j. Poisons (toxic chemicals)-low degree hazard
- k. Asbestos
- l. Micro soldering
- m. Explosive-high degree
- n. Explosive-low degree

**SECTION 6.** The Commanding Officer will make decisions regarding which new work situations will qualify employees to receive environmental or hazard pay differentials. When a decision is made on environmental and hazard pay differentials with which the Union does not agree, the Union may pursue the issue through the negotiated grievance procedure and/or via the Advisory Pay Committee (Ad Hoc).

a. The Ad Hoc Committee will convene to analyze and consider requests for environmental or hazard pay differential. The purpose of the Committee is to formulate a written recommendation to the Commanding Officer on whether an existing work situation warrants payment of a differential.

b. Membership. The Committee will consist of at least four voting members:

- (1) Employee of the originating shop.
- (2) First line Supervisor of the employee.

(3) Command Safety Representative, or other designated representative who is knowledgeable of the type of work involved in a particular hazard/environmental pay request.

(4) A representative of the local union.

c. Voting. Each Committee member will be allowed to cast a vote on whether the requested work situation warrants payment of an environmental or hazard pay differential. If there is a tie during the voting process, the Committee Chairperson's vote will serve as a tiebreaker.

d. Administration. The Committee will be administered and chaired by the SWFLANT Weapons Officer, and will utilize any specialized assistance needed from people such as Safety Specialists, Industrial Hygienists, Occupational Health Specialists, Environmental Protection Specialists, etc. The Chairperson will make recommendations on environmental and hazard pay differential requests and forward them to the Commanding Officer. Such recommendations will include a memorandum that states the position of the Committee. This memorandum will also provide the results of the vote of the Committee. Any members not agreeing with the majority vote of the Committee will be given an opportunity to provide supplemental documentation to the report.

e. Meetings. Once a request for environmental or hazard pay differential has been received, a mutually agreeable date will be selected by the members for convening the Committee. Meetings may be rescheduled by mutual agreement.

# ARTICLE 12

## ANNUAL LEAVE

### SECTION 1. ANNUAL LEAVE POLICY

a. Employees shall earn annual leave in accordance with applicable statutes. This is a right granted by law.

b. When an employee requests annual leave the request may be approved when reasonable notice has been given to the supervisor, workload permits and the employee has available leave. Vacation leave (3 or more days) submitted prior to April 30th will be based on seniority and approved or disapproved within five days after April 30th.

c. An employee's request for annual leave for emergency purposes may be considered and approved if the request is reasonable and workload permits.

An employee is responsible for notifying the employer of his/her request for emergency annual leave before the scheduled work shift begins or as soon as practical after the start of his/her shift unless circumstances of the emergency prevented this notification.

d. All leave requested and approved in accordance with the above policy shall be charged in accordance with SSP instructions and local instructions.

### SECTION 2. ANNUAL LEAVE APPROVAL PROCESS

All request for annual leave shall be submitted on an OPM-71 and should be tentatively approved/disapproved at that time. Notification of the approval/disapproval shall be made to the employee as soon as practical after the receipt of such requests, normally five (5) work days. Upon request, the supervisor shall provide a signed copy of the leave request to the employee. If the leave request has not been approved/disapproved within the five work day period, the employee may submit the request to the next level of supervision. The Union recognizes that the Employer will at times be forced to curtail the use of leave. When the Employer finds it necessary to cancel previously approved leave, as much advance notice as possible shall be given, normally not less than five work days. The reasons for cancellation shall be fully explained in writing to the affected employee(s), with the

right to reschedule. When requesting annual leave, employees are not obligated to fill out block six of OPM-71, but any additional information concerning the leave request must be provided at the time the request is submitted to be considered by the supervisor.

### **SECTION 3. SPECIAL AND PERSONAL LEAVE**

a. Birthdays - An employee's request for annual leave on his or her birthday (during the basic workweek) may be approved if three (3) work days' notice is given and workload permits.

b. Religious Observances - Annual leave may be approved for a religious holiday associated with the religious faith of the employee, provided three (3) work day notice is given and workload permits.

### **SECTION 4. Leave Transfer Program**

The employer, via HRO, will administer a leave transfer program in accordance with applicable laws and regulations.

# ARTICLE 13

## SICK LEAVE

### SECTION 1. SICK LEAVE POLICY

a. Employees shall earn and be granted sick leave in accordance with applicable statutes and this agreement.

b. The granting of sick leave is an administrative determination.

### SECTION 2. ADMINISTRATION OF SICK LEAVE

a. Requests for the use of sick leave shall be approved if the employee is incapacitated by illness, injury, pregnancy, or for a medical, dental, or optical examination, or in the case of a disabled veteran for the purpose of receiving treatment and has leave available. Sick leave may be used in six (6) minute increments. Sick Leave may be used for family members in accordance with applicable laws, regulations and instructions.

b. The employee is responsible for notifying the supervisor or designee of his or her need for use of sick leave as soon as it is known to the employee that he or she is incapacitated for duty. The notification for first shift will be no later than two (2) hours into the shift; second shift no later than two(2) hours before the shift begins.

### SECTION 3. MEDICAL CERTIFICATES

a. Employees may be required to furnish medical documentation or certification of illness after three (3) days absence or for a lesser period as determined by management. Supervisors may consider employee self-certification as acceptable evidence for absences of three (3) days or less. Submitting the medical documentation shall be within 15 days, but not later than 30 days, as required per 5 CFR 630.

b. The employer has the right to request medical documentation or certification of illness for any absence charged to sick leave where there is reasonable evidence that the employee is abusing his or her use of sick leave in accordance with the following procedures:

(1) The employee should first be counseled concerning the questionable sick leave usage. The employee may be issued a sick leave warning notice that requires all future absences

charged to sick leave be substantiated by medical documentation or certification.

(2) The written notice requiring medical certification will be reviewed after three (3) months and rescinded, in writing, if the employee's use of sick leave improves. If however, the employer determines that the employee's use of sick leave has not improved, the letter may be extended for an additional three (3) months and renewed quarterly thereafter.

(3) Administratively acceptable medical documentation or evidence is defined in government-wide regulations found at 5 CFR Part 630, Subpart D - Sick Leave.

c. Allegations of sick leave abuse requiring medical certification as well as denial of sick leave requests shall be subject to the Negotiated Grievance Procedure including arbitration.

**SECTION 4.** Employees are entitled to the provisions of the Family Medical Leave Act (FMLA) and Sick Leave for Family Care and Bereavement purposes, in accordance with applicable laws and regulations. Guidance is provided in SSP Instructions, Local instructions and regulations and policies.

**SECTION 5.** The employer agrees that it may grant to employees four (4) hours of administrative leave for the purpose of donating blood. The granting of blood donor leave shall be subject to workload considerations as determined by the supervisor. The employer will allow employees to take leave in conjunction with blood donor leave, work load permitting.

**SECTION 6.** An employee may use up to (7) days of paid leave to serve as a bone marrow donor and also may use up to (30) days of paid leave to serve as an organ donor each calendar year. Leave for bone marrow and organ donation is a separate category of leave and is not chargeable as annual or sick leave.

# ARTICLE 14

## LEAVE (OTHER)

### SECTION 1. LEAVE WITHOUT PAY

Employee may be granted leave without pay (LWOP), for valid reasons, provided the provisions of applicable laws, regulations, and this agreement are met and the services of the employee can be spared from the worksite. Normally such LWOP shall not exceed one year for each application. Annual leave requests will normally be given priority over LWOP requests unless law or regulation requires approval of the LWOP.

### SECTION 2. INTERNAL UNION FUNCTIONS

The employer agrees to grant annual leave and/or LWOP of short duration to an elected or appointed Union official to conduct internal Union business, if workload will permit. Union official's leave, as addressed in this section, may be approved over other leave requested.

### SECTION 3. LEAVE RIGHTS AND BENEFITS

Employees returning to duty from approved leave, including LWOP, will be granted all rights, privileges, and seniority to which they may be entitled in accordance with applicable statutes and regulations. Employees in approved LWOP status shall accrue all rights and privileges in respect to retirement status and coverage under Federal Employee Group Life Insurance and Federal Employee Health Benefits Programs, in accordance with applicable statutes and regulations.

### SECTION 4. LEAVE FOR FUNERALS

When there is a death of a fellow employee in a shop and the funeral is scheduled during regular working hours, a liberal leave policy may be maintained where the workload will accommodate such absences.

### SECTION 5. COURT LEAVE

a. Bargaining unit employees shall be entitled to the use of court leave to serve as a juror. Other court leave may be granted in accordance with applicable regulations.

b. An employee who is released from his or her obligation to participate in jury duty on any day while serving will only be required to report to work if there is at least two (2) hours of work time remaining on his or her shift. It is understood that travel time will be considered in computing the work time remaining on his or her shift.

#### **SECTION 6. MILITARY LEAVE**

a. Employees in the unit who are members of the National Guard or Reserves are entitled to be granted military leave for up to fifteen (15) calendar days per year to attend military training or to serve in an emergency situation in accordance with applicable regulations. Up to 15 (fifteen) days of unused leave can be carried forward into the next fiscal year; however, no more than thirty (30) days may be credited to an employee's account or used in any one fiscal year. Military leave may be taken intermittently, including one (1) day at a time, if so directed under orders. The employee is responsible for providing notice to the employer of such requirements and such notice will be a copy of the employee's "Orders."

b. The employer agrees that a unit employee who is on military leave on a regularly scheduled overtime day is entitled to overtime pay for that day pursuant to laws, rules and regulations

#### **SECTION 7. VOTING AND REGISTRATION**

a. Employees may be excused to vote in any national, state or local municipal election or referendum under the following circumstances. Employees on duty when a federal, state, county, or municipal election is held may be granted excused absence as follows: where polls are not open at least three (3) hours either before or after an employee's regular hours of work, an amount of excused time may be granted which will permit the employee to report for work up to three (3) hours after polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off.

b. For employees who vote in jurisdictions, which require registration in person, excused time to register may be granted on substantially the same basis as for voting.

c. For employees who vote beyond normal commuting distance and voting by absentee ballot is not permitted, the employee may

be granted sufficient time off, not to exceed eight (8) hours, in order to make the trip to the voting place to cast a vote.

# ARTICLE 15

## HOLIDAYS

**SECTION 1.** The employer agrees that employees scheduled to work on a holiday prescribed by Federal Law or Executive Order shall be paid in accordance with applicable laws and regulations. Holiday assignments will be made using the provisions of (See Overtime Article and Records) for the assignment when it is determined necessary to work such holidays.

**SECTION 2.** Employees shall be entitled to all holidays now prescribed by law, Executive Order, or applicable official directives. Current prescribed holidays are:

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day

# ARTICLE 16

## MERIT PROMOTION AND INTERNAL PLACEMENT

### SECTION 1. MERIT PRINCIPLES

a. It shall be the policy of SWFLANT Management to fill vacant positions using Merit Promotion and Internal Placement as one means of recruitment of vacancies. In this regard, employees in the bargaining unit shall be provided the opportunity and encouraged to make application through merit promotion and internal placement. The fundamental principles of attracting the best qualified candidates available, fairly testing the relative fitness of applicants, and selecting solely on merit apply to filling positions in the unit. Equal opportunity shall be provided for all qualified employees to ensure that non-merit factors do not enter into any method used to fill vacancies, and the internal placement will be made without discrimination on the basis of race, color, creed, national origin, sex, politics, marital status, physical handicap, age, genetic information, membership or non-membership in the Union or any other employee organization.

b. This program seeks the following objectives:

(1) To give fair and appropriate consideration of employees for vacancies;

(2) To provide the employer, on a timely basis, well qualified candidates;

(3) To assure the maximum utilization of employees;

(4) To provide incentive for employees to improve their performance and develop their knowledge, skills and abilities;

(5) To provide, to the maximum extent practicable, career opportunities for all employees;

(6) To assure employees that the merit promotion and internal placement program gives them fair consideration and provides them reasonable opportunity for advancement to higher level positions.

c. The provision of SWFLANT's merit staffing procedures, shall be the plan in effect for employees of SWFLANT and any changes made to the plan that affect the procedures for making

application, the manner and method of filling positions, and the rating and ranking of candidates within the bargaining unit shall be negotiated with the Union prior to such changes becoming effective.

## **SECTION 2. AREA OF CONSIDERATION**

a. The employer recognizes there are a limited number of positions for which bargaining unit employees may qualify because of the size of the unit. Therefore, to give fair consideration and maximum opportunity to unit employees for these wage grade positions within SPK34, the initial consideration for filling these wage grade positions within SPK34 may be given to employees within the unit.

b. For the position of Leader and First Line Supervisor, a Management Identification of Candidates (MIC) announcement will be electronically transmitted to all bargaining unit employees. All applications received will be reviewed for qualification determination by the Human Resources Office (HRO). All qualified candidates will be placed on a certificate of eligibles. Rating/ranking panel, interview process and referral to selection official will be in accordance with SWFLANT's merit staffing procedures.

c. If the selecting official decides not to fill the position from among the qualified candidates on the certificates then other appropriate sources may be used.

d. It is understood that the use of this procedure applies only to filling these positions and all other positions may be filled using the Activity's Merit Promotion and Internal Placement Plan outlined in SWFLANT's merit staffing procedures.

## **SECTION 3. POSTING AND FILING FOR VACANCIES**

Refer to the Knowledge Management System (KMS) for vacancy announcements for SWFLANT positions. All employees are highly encouraged to maintain an updated resume.

# ARTICLE 17

## REDUCTION IN FORCE and FURLOUGH

**SECTION 1.** The employer agrees that in the event it becomes necessary to conduct a reduction in force, or a furlough, or to reduce the bargaining unit for whatever reasons, the employer will give prior notification to the President and Chief Steward, to provide them an opportunity to bargain in accordance with applicable laws and regulations regarding reduction in force.

**SECTION 2.** All employees within the bargaining unit shall be entitled to the maximum benefit(s) afforded to them by law to the extent funded by appropriations available to the command in a reduction in force due to the lack of work, reduction in ceiling, and/or loss of funds.

**SECTION 3.** The Employer and the Union will negotiate the impact on Unit employees affected by any RIF or furlough of BU employees. The Union will render its assistance in communicating to employees the reasons for the RIF or furlough.

**SECTION 4.** In the event of a furlough in which Union representatives are barred from the use of official time, all negotiations, grievances, disciplinary actions, and other representational issues with the exception of employees engaged in criminal activity or national security violations will be held in abeyance until the end of the furlough.

# ARTICLE 18

## JOB DESCRIPTIONS AND CLASSIFICATIONS

**SECTION 1.** Employees may request an explanation of the classification (series, title, and grade) of their position in accordance with OPM Guidelines. Such request will be made to their immediate supervisor. Employees may at any time seek clarification of their position description. Upon request, HRO will provide specific information regarding the Position Description. The employee may elect to be represented by the Union throughout the clarification process. The employee or representative will be promptly provided a copy of all Department of the Navy or Office of Personnel Management guidance and information regarding the position description. Personnel may request a desk audit of pay and grade.

**SECTION 2.** The employer will advise the Union when an encumbered position is to be modified, resulting in a change of working conditions, prior to effecting the personnel action. The employer will advise the Union in writing and the affected employee(s) when changing job/position descriptions. All changes will be done in accordance with applicable laws, rules, and regulations.

**SECTION 3.** When the term "such other duties assigned" or its equivalent is used in a position description, the term is understood to mean tasks that relate to the position. It is understood that this language does not preclude the employer from assigning work of an incidental nature to employees, which is not within their position description, nor shall it preclude the Union from negotiating the adverse effects to employees in accordance with 5 U.S.C. 7106(B)2 and 3. Employees will not be assigned to menial, dirty, or other generally recognized undesirable tasks as punishments and such tasks will be assigned in a fair and equitable manner.

**SECTION 4.** If a unit employee believes his/her job/position does not properly describe the duties being performed, and the employee feels that he/she is performing work on a regular and reoccurring basis or is required to have the necessary knowledge, skills, and abilities to perform that duty that is not described in the job/position description, he/she has the right to request that the work assignments be reviewed by the supervisor. If a satisfactory resolution of the employee's complaint is not reached with his/her supervisor, the employee may initiate a grievance at the second step to the negotiated

grievance procedure. The grievance will state the reason the employee feels the job description does not properly describe the duties being performed.

# ARTICLE 19

## PARTICIPATION IN WAGE SURVEY

**SECTION 1.** The employer shall notify the Union within seven (7) days after the employer is informed of the date of the Local Area Wage Survey will be conducted. The employer will notify the Union of any training being conducted for the Local Wage Survey as soon as the Command is notified. The Union will be provided a copy of any "Notices of Public Hearings" forwarded by the Committee to the activity for posting.

**SECTION 2.** The employer shall provide a reasonable amount of official time to unit employees in duty status for the purpose of serving as a Union recommended primary or alternate data collector in an Area Wage Survey. The employer shall allow a reasonable amount of official time to attend any required training for the purpose of serving a primary or alternate data collector. If the Union's nomination of a unit employee to serve as a data collector would cause delay of a critical mission tasking, the employer shall so inform the Union and another member will be nominated. Data collectors shall be paid regular and overtime pay for all work officially authorized and approved, which is performed by them in course of their duties as data collectors. Expenses shall be paid in accordance with applicable regulations.

**SECTION 3.** The employer agrees that representatives of the Union shall be excused from work without charge to leave for the purpose of appearing before Area Wage Survey Committee. Such appearance shall be for the purpose of making a presentation on behalf of the employees in the bargaining unit. The Union's participation will be governed by the rights prescribed by the Area Wage Survey Committee.

# ARTICLE 20

## SAFETY AND HEALTH

### SECTION 1. SAFETY POLICY

The employer will make every reasonable effort to provide and maintain a safe working environment. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

### SECTION 2. UNION SAFETY COMMITTEE

a. The employer agrees to recognize one individual designated by the Union as the Union's Chief Safety Committee person. It shall be the responsibility of this committee person to meet regularly with the Safety Officer to discuss the Occupational Safety and Health Program and to make recommendations to improve safety and health in the work place.

b. In all matters concerning the Occupational Safety and Health Program, where it applies to the unit represented by the Union, the Union's Chief Safety Committee person will be permitted to attend non-supervisory safety meetings and to actively participate in any deliberations. He or she may make recommendations to the employer for the provision of any new or existing safety devices.

c. In any announced Occupation Safety and Health inspections of the unit's workspaces conducted by the Occupational Safety and Health Administration (OSHA), the Union's Chief Safety Committee person may be permitted to accompany the inspector. This agreement does not bind the OSHA inspector to provide this participation.

d. The Union's Chief Safety Committee person will be provided copies of any and all minutes of safety meetings (Non-supervisory, Supervisory and Policy) pertaining to the unit's workspaces or members.

e. The Union's Chief Safety Committee person will have access to a telephone and the Safety Department, in accordance with Article 7, when conducting safety related matters.

### SECTION 3. REPORTING UNSAFE PRACTICES

a. All employees have the right and the responsibility, and shall be protected in that right, to report all alleged hazardous situations and/or safety violations.

b. In the course of performing their normally assigned work, employees, and Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate work areas which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the employee or the Steward shall report it to the cognizant supervisor or report it to the Safety Department.

c. If the safety matter is not settled by the immediate supervisor to the satisfaction of the employee or the Steward the matter shall be promptly reported to the Safety Department.

d. If the safety matter remains unresolved to the satisfaction of the employee or the Steward the Union may elect to take the matter directly to the Commanding Officer.

e. Immediate Danger Situations

(1) When an employee, during the course of performing his/her official duties, encounters conditions in his/her work place which present a danger which could reasonably be expected to cause death or serious physical harm, and which cannot be immediately eliminated through normal procedures, the employee will immediately stop work and notify the nearest available supervisor.

(2) The supervisor shall evaluate the situation, and after discussion with appropriate safety personnel, make a decision as to whether the work may proceed.

**SECTION 4. EXTREME TEMPERATURE OR UNUSUAL WORKING CONDITIONS**

Parties recognize that temperature conditions may exceed normal in the work areas that have a direct bearing on employee's comfort, morale, health, and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind chill factors, air flow, the work to be performed, and similar considerations. Where the Occupational Safety and Health Officer determines that the effective temperature for the degree of work being performed has been

exceeded, the employer will take precautionary measures to reduce the risk to the employees so exposed.

#### **SECTION 5. PROTECTIVE MEASURES, CLOTHING, AND EQUIPMENT**

a. No employee shall be required to work in areas where conditions exist that are unsafe or detrimental to health, without proper precautions, protective equipment, or safety devices.

b. It is understood the employer is responsible for maintaining a safe working environment. In this regard, proper precautions shall be maintained to prevent injury or harm. Where an injury or illness occurs, the employer agrees to provide medical aid in accordance with Article 34 (Injury Compensation).

c. The employer agrees to continue the current practice of furnishing protective clothing and foul weather gear necessary for the performance of assigned work to include clothing for abnormal weather conditions, i.e., rain, snow, sleet, below freezing temperatures, etc.

d. The eye examinations required for prescription safety glasses will be provided at Government expense if the employee has not previously worn prescription safety glasses or where a vision screening discloses that the present prescription is inadequate. Additionally, safety glasses will be provided at no cost to the employees based on the service contract. Within applicable regulations, every reasonable effort will be made to provide quality eyewear in a timely manner. Employees will be entitled to the use of administrative leave for the purpose of the eye examinations and fitting of the glasses. Employer further agrees to provide employees clip on tinted lenses for use where safety permits.

e. All employees in the unit will be provided a reasonable allowance for the purchase of safety shoes. Replacements will be reimbursed based on a reasonable wear/tear. If a special medical conditions exist that would require a special accommodation on the purchase of safety shoes, the differential would be at no cost to the employee.

f. When communication devices are required for operations, management will provide devices that eliminate hygiene concerns.

g. Personnel Attire. Safe and appropriate attire is required in all places of employment. Employees working in high hazard areas, material handling areas or explosive handling areas shall observe the following rules for safe attire:

*(it is understood that a high hazard area is as defined in OSHA Standard 1910.34)*

(1) All shoes shall be well fitted and in good repair. Shoes shall have sturdy bottom construction, heels must not exceed two inches in height, and are required to be closed toed. Safety shoes or boots are required.

(2) Employees will wear clothing appropriate to their work assignments so they are protected against minor injuries such as abrasions, burns, sunburns, and scratches that may occur in the normal course of their work. Shirts, pants, coveralls, sweaters, and jackets will be close fitting with no loose or flowing appendages. Sleeves will be buttoned at the wrist unless there is no actual hazard for exposed arms. Pant legs will extend the full length of the leg and be free of tears. Neckties will not be worn where they can be a hazard. Working without shirts is not permitted. Clothing that has become torn, ragged, or frayed is not acceptable, since it presents a hazard of catching and could cause the wearer to trip or fall. Tank tops, skirts/dresses, shorts or skorts are not authorized in the industrial environment. The immediate supervisor will determine when clothing is inappropriate for the work or work area in accordance with the guidelines in this section. Consult SPK60 in cases of uncertainty.

(3) Jewelry (e.g., rings, pendants, necklaces, earrings, and watches) shall not be worn around moving machinery, exposed electrical circuits, or when wearing such items subjects employees to additional hazards as designated by the supervisor. When working in the vicinity of moving equipment or exposed energized electrical circuits, badge lanyards or chains shall be removed. These items shall also be removed when working in foreign object damage (FOD) areas.

## **SECTION 6. HEALTH PROGRAM**

The Medical Department shall continue to conduct an industrial health program to assist employees to maintain optimum health while on the job. The program shall provide annual physicals, as prescribed by the SWFLANT Safety Manual, and all employees will be entitled to have access to his or her

medical records upon request. If an employee is enrolled in a health monitoring program, i.e., hearing loss, asbestos exposures, radiation monitoring, or other work related medical program, the employer agrees to maintain accurate medical records and to report the progress or lack of to the employee annually.

#### **SECTION 7. LOST TIME ACCIDENTS**

The Safety Office will notify the Union Chief Safety Committee person of all lost time accidents which occur affecting bargaining unit employees. This notification will be given as soon as possible after it becomes known that an accident will involve a loss of work time. No information will be withheld unless its release would violate any law, rule, or regulation.

#### **SECTION 8. WORK PLACE INSPECTIONS**

a. When a work site inspection is conducted by the employer's Safety personnel, either as part of a regular recurring requirement, or in response to a report of a hazard or accident at the unit work site, the Union should be given the opportunity to have a representative accompany the employer's inspector.

b. A monthly safety and health walk through inspection of the work place shall be conducted by the Chief Safety Committee person and the first-line supervisor noting in writing any observed deficiencies and/or potential safety and health problems that need correcting. Deficiencies will be corrected timely. If required, deficiencies will be reported to the Safety Department for appropriate action.

#### **SECTION 9. SAFETY TRAINING**

a. The employer shall provide appropriate safety and health training for employees, including specialized safety and health training, appropriate to the work performed by the employee. When an employee is assigned an unfamiliar task that may result in injury or illness, he or she may request safety and health orientation prior to performing the duties. In addition, all employees shall be informed of the activity's Safety and Health program with special emphasis on their rights and responsibilities.

b. The employer agrees to include the Union's Chief Safety and Health Committee person in supervisory safety training as necessary to remain abreast of the activity's safety and health requirements. The employer will assume the liability for all costs involved in providing this training.

**SECTION 10. HEALTH AND WELLNESS PROMOTION PROGRAM**

Bargaining unit members may take advantage of the health & wellness program.

# ARTICLE 21

## DISCIPLINARY ACTIONS

### SECTION 1. POLICY

a. It shall be the policy of the employer to maintain discipline and morale among employees by imposing the minimum penalty, as determined by the employer, that can reasonably be expected to correct of the conduct of an offending employee. Where formal discipline is not required to effect needed correction, a nondisciplinary action such as oral admonishment or Letter of Caution may be given.

b. The parties also agree that the Alternative Dispute Resolution (ADR) will be considered by the Employer and Union as an effective means of resolving, reducing and possibly eliminating workplace disputes. The Employer and Union agree on the importance of the use of progressive discipline. Therefore the Employer agrees to use the lowest level of discipline it deems appropriate to correct the problem.

c. Disciplinary actions shall be taken in a timely fashion and for just cause in order to correct the offending employee(s) and maintain morale among other employees. The Douglas Factors will be taken into consideration when determining the appropriate penalty for the misconduct. Prior to the issuance of a disciplinary or adverse action to an employee, an investigative discussion shall be conducted if the employee is available in a duty status.

d. The term "disciplinary action" is understood to mean reprimands, suspensions of fourteen (14) calendar days or less. Oral and written admonishments may be counted as prior offenses in determining a remedy.

e. Employees will only be disciplined for just cause. The employer agrees to follow Department of Navy policy and regulations in effecting discipline and determining remedies. The general practice is that progressive discipline will be administered at the lowest level by the supervisor and managers. The disciplinary action taken by supervisor or manager is to correct employee misconduct. Deviations from these guidelines will be for just cause and will be based on mitigating or aggravating factors.

f. It shall be the policy of the employer to administer

disciplinary program in an even-handed manner so that the penalty selected and the discipline imposed achieves the desired effect of correcting the offending employee.

g. Requests for extension of responses for disciplinary actions may be extended by mutual agreement between employer and employee representative.

## **SECTION 2. NOTIFICATION**

a. It shall be the policy of the employer to initiate disciplinary actions in a timely manner. In this regard, the employer may notify the employee of the investigation, that disciplinary action is being contemplated and when they can reasonably be expected to receive notice. Aggravating and mitigating circumstances may be considered in determining the remedy imposed.

b. Prior to taking disciplinary action against a unit employee, the employer will conduct a pre-action investigation prior to initiating the proposal. The employee will be entitled to Union representation during any questioning or inquiry related to the disciplinary action. At this meeting, the employee will be permitted to provide his/her version of the incident.

c. The results of the investigation will be used to determine what action, if any, is necessary. The representative will be given a reasonable amount of time to attend an pre-action investigation. It is understood this right to representation does not apply to everyday work-related communications between supervisors and employees or to discussions concerning job assignments or performance evaluations.

d. Upon request by the employee or their designated representative, the employer will provide copies of any and all records, documents, or information relied upon to support the disciplinary action unless prohibited by law and/or regulation.

## **SECTION 3. PROCEDURES**

a. When an employee receives a written proposed notice of disciplinary action, the employee shall have fifteen (15) workdays to answer the proposed disciplinary action either orally and/or in writing. The employee may be accompanied by his/her Union Steward when making the reply.

b. An unfavorable decision shall be delivered to the employee no less than five (5) workdays before the effective date of the disciplinary action.

#### **SECTION 4. RECKONING PERIODS**

a. The employer will follow the requirements of 5 CFR 752 with regard to reviewing prior offenses for consideration of remedies for a current offense.

b. The employer agrees that all prior disciplinary actions that are referenced, cited, or otherwise used in proposing or imposing progressive discipline and/or selecting penalties will be fully supported by evidence and the employee may challenge its use in any subsequent proceeding.

c. The keeping of any records and/or references to prior disciplinary actions shall be subject to all laws, rules, regulations, and this agreement.

#### **SECTION 5. APPEALS PROCEDURES**

a. An employee issued a notice of decision on disciplinary action will, at the time of notice, be advised in writing of applicable appeals procedures.

b. An employee who elects to appeal his/her suspension through the negotiated grievance procedure shall file an appeal at the level above the deciding official, unless the Deciding Official is the CO, no later than fifteen (15) workdays following the effective date of the action. If the decision is made by the CO, the Union may invoke the mediation and arbitration provisions of the Agreement.

#### **SECTION 6. DISCIPLINARY ACTION GRIEVANCE**

Grievances concerning disciplinary actions described in Section 1 of this article may only be processed through the negotiated Grievance Procedure, Article 23, and will be introduced in that procedure at the appropriate step and level above the deciding official, except when the Deciding Official is the CO. If the Deciding Official is the CO, the Union may invoke the mediation and arbitration provisions of the Agreement.

# ARTICLE 22

## ADVERSE ACTIONS

### SECTION 1. POLICY

a. The Employer will propose and issue adverse actions for just cause and only to promote the efficiency of the service.

b. The term "adverse action" will have the same meaning as provided in 5 CFR 752, and includes the following:

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

c. The term "grade" means a level of classification under a position classification system.

d. The term "pay" means the rate of basic pay fixed by law or administrative action for the position held by an employee.

e. The term "furlough" means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

f. Employees within the unit will be entitled to the full benefits of the law, and the employer agrees to comply with the procedures including timely and good faith answers.

### SECTION 2. REPRESENTATION

Upon request, unit employees are entitled to Union representation in any dealing with the employer concerning the said action.

### SECTION 3. PROCEDURES

a. The employer agrees to conduct a pre-action investigation prior to issuing a notice of proposed adverse

action. The employee shall be entitled to make an oral and/or written reply to the proposed action and may be accompanied by a Steward.

b. Employees as defined in Title 5 USC against whom an adverse action is proposed are entitled to the following:

(1) At least thirty (30) days advance written notice stating the specific reasons for the proposed action and notifying the employee of their right to respond and representation rights, unless there is an exception pursuant to 5 CFR 752.404 (d).

(2) When the crime provision is invoked, a reasonable time, but not less than seven (7) days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.

(3) A written decision and the specific reason(s) therefore shall be given as soon as possible, but not later than when the adverse action takes effect.

c. The employee shall have fifteen (15) work days to answer the proposed adverse action either orally and/or in writing. The employee may answer the proposed adverse action any time within the fifteen (15) calendar days, unless there is an exception pursuant to 5 CFR 752.404(d). The employee or his/her representative shall be entitled to call a reasonable number of relevant witnesses who shall suffer no loss of pay or leave for so serving. The employee shall be notified in the proposal of the name of the person designated to hear the reply.

d. Upon request, the employee or his/her designated representative will be provided copies of any and all records, documents, or information relied upon to support the adverse action, unless prohibited by law or regulation.

e. Request for extension of responses for adverse actions may be extended by mutual agreement between employer and employee representative.

#### **SECTION 4. APPEALS PROCEDURES**

a. An employee issued a notice of decision on an adverse action will at the time of the notice be advised, in writing, of all applicable appeal procedures.

b. An employee who elects to appeal the decision through the negotiated grievance and arbitration procedure shall file an appeal at the second step of Article 23, no later than fifteen (15) workdays following the effective date of the action. Once an employee timely initiates a grievance under the provisions of Article 23, it shall be understood that he/she has the concurrence of the Union and desires to process his/her appeal in accordance with the agreement.

c. An employee who elects to use the appeals procedure of the Merit Systems Protection Board (MSPB) or file an Equal Employment Opportunity (EEO) complaint shall be bound by those applicable procedures and shall be responsible for notifying the employer of such election. An employee who elects the appeal procedures of MSPB or the EEO complaint process shall also submit to the Employer written confirmation from the Union that the Union will not represent the employee under the negotiated grievance procedures with regard to the adverse action under appeal.

d. An employee who is grieving an adverse action may elect to process the grievance under the negotiated grievance procedure or the applicable statutory procedure, but not both. Once a procedure is elected in writing, the election is irrevocable.

# ARTICLE 23

## GRIEVANCE PROCEDURE

### SECTION 1. POLICY

It is the intent of the parties that all employees in the bargaining unit shall be accorded the utmost regard for their problems and disagreements arising out of their employment with the federal government. In this regard, the employer will apply all policies, rules, regulations, matters affecting working conditions, and terms of this agreement fairly and equitably to all employees in the bargaining unit. It is intended that this grievance procedure will provide a means for resolving all complaints and grievances or matters arising out of the conditions of employment at the lowest level possible, and the employer and the Union agree to work toward this end.

### SECTION 2. COVERAGE

a. This procedure is the exclusive procedure available for settlement of all grievances within the bargaining unit, including questions of arbitrability which include, but are not limited to:

(1) The interpretation and/or application of this agreement;

(2) Interpretation and application of policies, rules, regulations and changes to past practices occurring during the life of this agreement which governs and controls working conditions and the working relationship between the employer and the Union, except for the following:

(a) Any claimed violation of applicable laws, rules, or regulations relating to prohibited political activities;

(b) retirement, life insurance, or health insurance;

(c) a suspension or removal under Title 5 USC 7532 for national security;

(d) any examination, certification, or appointment;

(e) the classification of any position which does not result in a reduction-in-grade or pay of an employee;

(f) any action involving the separation of a probationary employee;

(g) any action involving the separation of a temporary employee or any action involving the failure to renew the appointment of a temporary employee unless provided for by law or regulations;

(h) grievances, which have as their basis, allegations of prohibited discrimination as defined in the United States Code;

(i) any action involving a personnel action, which involves a permanent promotion of any bargaining unit employee to a position outside of the bargaining unit, except as specifically provided by Article 16 Section 2;

(j) adoption or non-adoption of a beneficial suggestion;

(k) notice of proposed action; and

(l) termination of temporary promotion prior to the Not-to-Exceed (NTE) Date.

b. An eligible employee who is grieving a performance or adverse action under 5 CFR 430 and 752 respectively, may elect to process the grievance under the negotiated grievance procedure or the statutory appeals procedure, but not both. Once a procedure is elected in writing, the election is irrevocable.

c. An employee or group of employees may present their own grievance(s) under this procedure. A Union representative appropriate to the procedural steps outlined in this Section must be given the opportunity to be present as an observer any time the employee(s) invoke(s) the grievance procedure contained herein. The grievance(s) shall proceed in accordance with the provisions of this section of this article, except that the employee(s) is/are not entitled to representation at any step nor are they entitled to arbitration.

**SECTION 3. EMPLOYEE GRIEVANCES.** The following steps apply when a unit employee initiates a grievance:

Informal Step - The aggrieved employee(s) and union representative, if applicable, shall first discuss the grievance

with the immediate supervisor within (15) workdays. It shall be the purpose of this discussion for the parties to develop the facts and circumstances pertaining to the grievance; the alleged violation which led to the grievance; the provisions of the agreement, regulations and/or policy which is alleged to have been violated; names of witness(es), if any, who may have bearing on the grievance; and the remedy requested to resolve the grievance. The immediate supervisor shall render a decision as soon as possible, but in no case later than fifteen (5) workdays from the date of discussion. If the decision is denial of the grievance, the basis for the denial shall be provided. Grievances on disciplinary actions must begin at Step 1b and are not appropriately raised at the informal step.

Step 1a. For issues other than disciplinary/adverse actions, the employee or union shall reduce the grievance discussed at the informal stage to writing and submit it to the next higher level official within fifteen (15) workdays. The written grievance must contain the specifics of the matter at issue, including the date of the occurrence; the name of the Union representative, if applicable; details of the informal step discussion; and the desired remedy. The employee, supervisor, or designee, and union representative will meet within five (5) workdays to discuss and/or try to settle the grievance. The supervisor or designee will give a written answer to the employee within (5) workdays following the meeting. This process shall apply when the Union files a grievance on behalf of an employee addressing a specific issue.

Step 1b. Grievances in response to a disciplinary/adverse action shall be filed in writing with the next higher level of management above the official who signed the action's decision notice, or designee. The grievance must contain the specifics of the matter at issue, including the date of the occurrence, the name of the Union representative, if applicable, and the desired remedy. The above timeframes apply.

Step 2. If the Step 1 decision is not satisfactory to the grievant, the grievance may be advanced within (15)workdays to the Commanding Officer or designee. A meeting shall be held within five (5) workdays after the written grievance is received. A written decision will be issued to the grievant within fifteen (15) workdays following receipt of the grievance. If the grievant or union is not satisfied with the written decision, the union may invoke arbitration, in writing, within thirty (30) calendar days after receipt of the written decision.

#### **SECTION 4. UNION OR EMPLOYER GRIEVANCES.**

a. Grievances initiated by the Union other than those identified in Step 1 above, shall be directed to the Commanding Officer or designee or Department Head or designee at the lower of these two levels having authority to settle the grievance. The grievance form must be completed with the specifics of the matter of the issue, including dates, and the desired remedy. If the Union is not satisfied with the Department Head's decision, the grievance may be advanced within five (5) workdays to the Commanding Officer or designee. A written decision at either level will be issued within ten (10) workdays after receiving the grievance. If the union is not satisfied with the written decision, the union may invoke arbitration, in writing, within thirty (30) calendar days after receipt of the written decision.

b. Employer grievances may be filed by a Department Head or higher level and will be directed to the Union's Business Representative. A written decision will be issued within ten (10) workdays after receiving the grievance.

#### **SECTION 5. ALTERNATIVE DISPUTE RESOLUTION**

a. The Union and employer agree disputes arising through these Grievance Procedures are most effectively resolved when the parties are able to craft their own solutions to these matters. To this end, the use of mediation will be adopted as a form of Alternative Dispute Resolution (ADR). It is understood that there may be issues which are better suited for submission to arbitration rather than mediation. In these instances, the moving party shall file its request for arbitration in accordance with Section 4 above at that time. Mediation may be utilized unless the parties invoke Section 2c above or the parties agree that the matter is not appropriate for mediation.

b. The following procedures will apply for the use of mediation:

(1) Upon approval of this agreement, the parties will meet to determine appropriate sources for selection of mediators available at no cost to either party, including Department of the Navy mediators.

(2) If the parties fail to resolve any grievance processed under Sections 3, 4, and 5 above, either party may submit the issue to mediation by serving written notice on the other party within thirty (30) calendar days of the receipt of

the final grievance decision. The employer will forward the request to the HRO for arranging mediation assistance from one of the agreed upon sources.

(3) The procedures for selection of the mediator will follow those contained in the arbitration process.

(4) It is further agreed that where either party desires to proceed to arbitration the mediator's decision may not be introduced, quoted, cited, or otherwise referenced at the arbitration proceeding.

#### **SECTION 6. MAKE WHOLE PROVISIONS**

If the union request a remedy for a make whole provision as the remedy, It is agreed by the employer that the provisions of this agreement have the full force and effect of mandatory regulations and any violation of this agreement whether by an act of omission or commission, which causes an employee or group of employees to lose pay, allowances, or differentials, shall be Considered by the decision making official or the arbitrator as an unjustified and unwarranted personnel action under the Back Pay Act and subject to this Grievance Procedure

#### **SECTION 7. OBJECTIVITY**

a. It is the intent of the parties to this agreement that any dispute, subject to this grievance procedure, shall be fully discussed at each and every step of the procedure, with the view in mind of effecting an equitable settlement.

b. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack.

#### **SECTION 8. NON-EMPLOYEE REPRESENTATION**

It is mutually agreed and understood that in all proceedings at the step prior to mediation or arbitration (or its equivalent) and above, the Union is entitled to provide non-employee representatives. Under such circumstances, the employer would be entitled to the same. In all proceedings, including arbitration hearings, meetings will be held in an area that will permit the attendance of Union non-employee representative(s).

#### **SECTION 9. GROUP GRIEVANCES**

a. When several employees have an identical grievance, management will call the affected employees together and request them to select one individual case for processing under this Article. They will be informed, if they agree, the decision on the case selected will be binding on all other identical cases. The selection of the test case will be made no later than the first formal step of the grievance procedure (Step 1, above).

b. The test case procedure is not applicable in any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employee would be required to decide the issue.

#### **SECTION 10. STATUTORY APPEALS PROCEDURES**

a. The employer agrees to recognize any Union representative selected by the employee as the representative in the processing of an appeal under any statutory appeals procedures. An employee who chooses Union representation in a statutory appeals process shall obtain and submit to the Employer written confirmation from the Union that it is representing the employee in his/her statutory appeal.

b. The employer further agrees to comply fully with the provisions of the statutory appeals procedure invoked, including timely meetings and timely good faith answers. The employer agrees not to interfere with, restrain, coerce, discipline, or otherwise discriminate against, an employee or their representative as a result of, or because they filed the complaint or appeal, or represented a complainant under such procedure.

#### **SECTION 11. ATTENDANCE AT HEARING/MEETINGS**

Union representatives and grievant(s) defined in this agreement will not be charged leave nor lose pay or benefits, as a result of attendance at any meetings held pursuant to this agreement.

#### **SECTION 12. RIGHTS OF THE PARTIES**

By mutual agreement the parties may waive the steps of the grievance procedure and proceed directly to arbitration.

#### **SECTION 13. WITNESSES AND RECORDS**

a. At each and every step of the grievance procedure, either party shall be permitted to call a reasonable number of relevant employee witnesses who shall suffer no loss of pay or benefits for so serving.

b. The employer and the Union will, upon request, produce all pertinent payroll and other records in so far as permissible without violating laws and regulations, for the purpose of substantiating the contentions or claims of the parties, well in advance of the second step of the grievance procedure.

#### **SECTION 14. GRIEVANCE PROCEDURE TIME LIMITS**

a. Any grievance not taken up within fifteen (15) workdays after occurrence of the matter out of which the grievance arose shall not be presented or considered at a later date, except in those cases where the party could not be expected to have been aware of the facts giving rise to the grievance in which case the aggrieved party shall present the grievance within fifteen (15) workdays after they are aware of said fact.

b. Failure of the aggrieved to meet the time limits prescribed in submitting the grievance to the succeeding step will terminate the grievance. Failure of the employer to meet time limits will permit the Union to advance the grievance to the next step.

c. Request for extension of responses for grievance actions may be extended by mutual agreement between employer and employee representative.

# ARTICLE 24

## ARBITRATION

### SECTION 1. ARBITRATION PROCEDURES

When a matter is submitted to arbitration in accordance with Article 21 (Disciplinary Actions), Article 22 (Adverse Actions), Article 33 (Performance Appraisal System), or Article 23 (Grievance Procedure), the following procedures will apply.

### SECTION 2. ARBITRATION PROCESS

a. Upon receipt of a request to submit a grievance, appeal, or dispute to arbitration the employer agrees to contact the Federal Mediation and Conciliation Service (FMCS) and request a panel of not less than five (5) arbitrators to be certified to the parties. This request will be made on a FMCS form, jointly signed and submitted to the FMCS within fifteen (15) workdays following notification by the party of its desire to seek arbitration.

b. The parties agree to meet upon receipt of the panel of arbitrators and attempt to reach mutual agreement on the selection of one name from the Panel to serve as the impartial arbitrator. If the parties are unable to agree on the mutual selection of the individual arbitrator, a selection will be made by each party striking one (1) name from the list until only one (1) remains. That person will be the arbitrator selected to conduct the arbitration. The parties will meet to strike arbitrator within ten (10) workdays from receipt of the panel.

c. Immediately following the selection of the arbitrator, the arbitrator will be contacted to secure available dates for the arbitration hearing. A mutually agreeable date will be selected by the parties for the arbitration hearing and the arbitrator notified of the selected date.

### SECTION 3. ARBITRATION TIME AND COST

a. The Union and the employer agree to share equally the fee and expense of the arbitrator. Further, the employer and the Union agree to share equally the expense of any mutually agreed upon service considered desirable or necessary in conjunction with the proceeding. Any services in connection with arbitration that are not mandatory and mutually agreed upon will not be incurred by the other party

b. The arbitration hearing will normally be held during the first shift work hours of the basic workweek of Monday through Friday. In addition to employee appellants and witnesses, both parties shall be entitled to an employee representative who shall suffer no loss of leave, pay, or allowances for participation and/or attendance at the arbitration hearing. If mutually agreed upon the number of representatives for each party can be more than one.

c. An arbitrator shall be vested with the authority to award the Union attorney fees related to the grievance, dispute, or appeal. The assessment of Union attorney fees shall be in accordance with the applicable laws, regulations, and policy of the Federal Labor Relations Authority and Merit Systems Protection Board.

**SECTION 4. ARBITRATION AWARD AND DECISION**

The arbitrator will be requested by the parties to render his/her decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing, unless the parties otherwise agree. The arbitrator's decision shall not add to or take away from the agreement as written. The right to make such changes is reserved to the parties.

**SECTION 5. ARBITRATOR DECISION**

It is recognized and agreed that arbitration, as provided herein, is binding in nature and can be overturned only by the Federal Labor Relations Authority or Federal Court.

**SECTION 6. IMPLEMENTATION OF AWARD**

a. The parties agree that all arbitration awards will be implemented without undue delay, but in any event not later than thirty (30) calendar days following receipt of the decision and award.

b. Either party desiring to appeal an award of an arbitrator must do so in accordance and within the time limits established by the Federal Labor Relations Authority including any requests for a stay of the decision.

# ARTICLE 25

## EQUAL EMPLOYMENT OPPORTUNITY

**SECTION 1.** The employer agrees that equal employment opportunity will be afforded all persons and also agrees to prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age, mental or physical handicap, marital status, or lawful political affiliation, genetic information, or membership or non-membership in the Union.

**SECTION 2.** Employees are entitled to a representative of their choice, which may be a Union official, at all stages of the complaint processing procedure. When Union representatives are used as representatives for Equal Employment Opportunity (EEO) issues, it is understood they are not in an official Union capacity.

**SECTION 3.** Under the provisions of Rehabilitation Act the employer will provide reasonable accommodation to qualified employees unless to do so would cause undue hardship and such vacancies exist.

Section 4. The HRO, SSP is designated as the EEO servicing agency for SWFLANT. Deputy Equal Employment Opportunity (DEEEO) and Equal Employment Opportunity Counselor (EEOC) duties are performed by HRO, SSP. The HRO Staff shall be available to assist the members of the Bargaining Unit on EEO matters.

## ARTICLE 26

### CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

SECTION 1. The Employer is responsible for implementation of the Navy's Civilian Employee Assistance Program (CEAP). The program recognizes that instances of stress and emotional, psychological, physical, personal, alcohol and substance abuse problems may have a direct impact on an employee's job performance or conduct. Employees having these problems shall receive the same consideration and offers of assistance that are extended to employees having other illness or health problems. Any employee who desires to participate in the functions offered by the program is assured by this Agreement that:

a. The employee's position or promotional opportunities are not jeopardized by a request for diagnosis and treatment under CEAP.

b. Supervisory referrals are restricted to the issues of job performance and/or conduct rather than judgments on possible causes.

c. The confidential nature of counseling and the medical records of individuals who participate in the program will be preserved in accordance with CEAP requirements, unless the employee consents to the release of such information.

d. An employee who desires to receive assistance by participating in a rehabilitative program may be accompanied by a representative when requesting or arranging for such assistance through the supervisor or HRO, LMER.

e. Employer recognizes a program for voluntary self referral for Safe Harbor program for drug abuse as described in SSP guidance, local guidance, DON guidance and the Department of Navy's Drug Free Workplace Handbook. Employer also recognizes alcohol abuse issues may be addressed under CEAP.

## ARTICLE 27

### ALTERNATIVE DISPUTE RESOLUTION (ADR)

**SECTION 1.** Management and the Union are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods to foster a good labor/management relationship. ADR should be used as a problem solving method and as an option to resolve disputed matters.

**SECTION 2.** ADR is an informal process that seeks early resolution of employee(s), union and management disputes.

**SECTION 3.** Any ADR process must be jointly designed by Union and Management and should be effective, timely and efficient. It should focus on conflict resolution, problem solving and foster a cooperative labor and management relationship. Participation in the ADR process for workplace disputes is voluntary. Prior to implementation of any ADR program, it will be fully negotiated and agreed to by the Union and Management.

# ARTICLE 28

## HARDSHIPS

**SECTION 1.** There are times when an employee may have a hardship which needs to be considered when making work assignments (trips, OT, shift rotations, etc.).

**SECTION 2.** There is no clear-cut definition of what constitutes a hardship. When trying to determine what qualifies as a hardship, the employee, supervisor and union representative need to meet and reach a consensus on a case-by-case basis. However, when considering hardship accommodations, the requesting employee's hardship accommodation should not create any hardship, loss of rights or benefits to another employee.

**SECTION 3.** If an employee believes that a hardship exists, the employee shall submit a "Request for Hardship Consideration and Accommodation" form, contained in Appendix A, to his/her supervisor. Any resolution reached must be documented on the form.

**SECTION 4.** Off-duty education course attendance, by itself, is not a hardship. To avoid conflicts, the employee shall submit a "Request for Hardship Consideration and Accommodation" form, making his/her plans and intentions known and getting his/her supervisor's concurrence prior to course registration.

## **ARTICLE 29**

### **PARKING**

**SECTION 1.** The employer agrees to reserve decal parking for SWFLANT employees who have assigned duties at Explosive Handling Wharves 1 and 2 and alternate parking lot for security operations.

**SECTION 2.** The employer agrees that no changes will be made to the assigned parking spaces during the life of this agreement without proper notification and an opportunity to bargain over such changes.

# ARTICLE 30

## CONTRACTING OUT WORK

**SECTION 1.** The employer will notify the Union in advance of a decision to contract out bargaining unit work and will provide relevant information to the Union so that it may submit proposals for consideration in the employer's decision as to whether to contract out work in accordance with Article 2, Section 2(a).

**SECTION 2.** Once the employer makes the decision to contract out work in accordance with 5 U.S.C. Section 7106(a), the impact of such decision shall be subject to negotiations in accordance with this agreement.

# ARTICLE 31

## GENERAL PROVISIONS

**SECTION 1.** The employer agrees that all training and re-certifications shall be scheduled on day shift in such a manner as to provide the least disruption to the employee's shift. In the event shift changes are required to receive this training and re-certification, no loss of the employee's scheduled shift differentials will result.

**SECTION 2.** Employees are entitled to be paid on a regular basis each bi-weekly period in the full amount of their entitlement. In this regard when an employee's pay check is determined to be incorrect, the employer will make a reasonable effort to get the employee a special pay through direct deposit or by a special check when the incorrect amount would put an undue hardship on the employee. Minor differences, which are not considered as imposing an undue hardship, will be handled by having the correction made no later than the following pay period.

**SECTION 3.** The employer will make every effort to arrange suitable food service through an Employee Services Association contract. The Union shall be permitted to designate its representative to serve on this association. Adequate facilities will be provided for vending machines and a suitable space for eating. When such services cannot be provided, workload permitting, the employer will permit the employees to elect an individual to travel to and return from a food service outlet in the area in sufficient time to afford the employees their lunch periods. The employee elected shall not suffer any loss of leave or pay for this service.

**SECTION 4.** Once employees are brought on board and become a member of the bargaining unit, prior to the employee's Personnel Reliability Program (PRP) determination being received, and the employer later determines that the employee may not be entered into the PRP, every reasonable effort will be made to accommodate the reassignment of the employee in a position at the Kings Bay Facility, in lieu of removal or adverse action.

**SECTION 5.** Management and the employer will encourage employees in the unit to participate in worthwhile charity drives; however, in no instance shall management or the Union exercise any undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute nor will any

reprisal action be made against an employee that refrains from contributing.

**SECTION 6.** Subject to the provisions of applicable regulations, management agrees to bear the full expense of all special tools and equipment employees may be required to use.

**SECTION 7.** Management agrees that any employee in the unit, who contemplates retirement in the near future, shall be afforded retirement counseling to ensure his/her interests are protected. Counseling shall be provided by the HRO and EBIS counselors who are familiar with the retirement procedures and shall include an explanation of existing retirement plans. Upon the employee's request he/she may be accompanied by the appropriate Union official.

**SECTION 8.** The employer agrees that subject to security regulations, and availability of space, the Union may use the administrative spaces for the purpose of conducting its Union meetings or specially called meetings after duty hours. This facility may be used by the Union for the purpose of its elections so long as such elections are conducted during non-work hours.

**SECTION 9.** The employer agrees that it will not submit questionnaires or poll to employees without first submitting such questionnaires and/or polls to the Union for prior review/notification.

**SECTION 10.** The employer agrees to continue the current practice of not clocking in and out at the facility.

**SECTION 11.** The employer will provide and maintain a suitable shelter (gazebo style) located at each of the EHWS that afford employees protection from inclement weather for the purpose of smoking. These areas will be located as close to the work area as safety permits and will be designated as a "Smoking Area." The current practice of allowing or permitting employees to take intermittent smoke breaks will be continued throughout the life of this agreement.

# ARTICLE 32

## UNION TRAINING

**SECTION 1.** Workload permitting, the Union shall be granted an allotment of hours of official time to be used to attend training sessions put on by the Union and/or to attend special training programs available to the Union. The amount of time allocated to this training shall be up to one-hundred twenty (120) hours per contract year that is a benefit to the command or on matters that involve labor relations of mutual interest to the Union and employer. Additional hours can be approved pursuant to a request by the Union. Approval of the training hours shall be obtained from the HRO (LMER). It is further agreed that the employer will grant time to attend locally conducted Union training where workload permits. Training hours shall be allocated every contract year and shall not roll over into the next contract year.

**SECTION 2.** The Union agrees that it will give sufficient notification to the employer as soon as it is known that such training is to be made available, but in no event less than three (3) workdays.

**SECTION 3.** It is agreed and understood that the Union training under this article is to be exclusive of any joint training conducted by the employer as well as any safety training conducted pursuant to Article 20, Safety and Health.

**SECTION 4.** It is agreed that work load permitting union members may odd shift to attend monthly union meetings.

# ARTICLE 33

## PERFORMANCE APPRAISAL SYSTEM FOR BARGAINING UNIT EMPLOYEES

**SECTION 1.** Written objectives will be reflective of the duties and responsibilities in accordance with SSP performance management policies, local policies, DON and DoD policies, and laws, rules, and regulations affecting performance management. Although the objectives are not grievable, the application of the procedures may be grieved subject to specific exclusions in Article 23/24. (Grievance and Arbitration respectively).

**SECTION 2.** The employee's signature on the appraisal form signifies only that a discussion of the appraisal occurred. Signature does not constitute the employee's agreement with the performance plan or the rating received.

**SECTION 3.** Within ten (10) working days, at the conclusion of the performance period (barring any unforeseen circumstances), the employer will provide a copy to the employee of each performance appraisal, which has been rated at the time of any special rating and after the final performance appraisal period.

**SECTION 4.** Supervisors shall inform employees of performance deficiencies which may result in an unacceptable rating. An employee will be given reasonable opportunity and time to improve and demonstrate acceptable performance if performance is unacceptable.

**SECTION 5.** The employer will consider, for the purpose of rating of an employee's performance, qualifications the employee did not have the opportunity to acquire during the rating period.

**SECTION 6.** Upon request, a copy of the employee's position description will be provided when setting performance standards.

# ARTICLE 34

## INJURY COMPENSATION

**SECTION 1.** Management will ensure that any unit employee who is injured in the performance of his or her duties is promptly advised of the options, rights, and benefits available to him/her under the Federal Employee's Compensation Act. The workers' compensation program is administered by HRO. It is the employee's responsibility to complete forms (e. g. CA-1, CA-2, etc.) in a timely manner and submit to supervisor or ICPA as appropriate.

**SECTION 2.** The employer agrees that first-aid, immediate medical care, including transportation is available to any and all employees injured in the performance of his or her duties regardless of the shift the employee is working. The employer and/or HRO will ensure that the employee is advised of the available benefits including his/her option to be treated by a physician of his/her choice, leave options, and other pertinent information. Continuation of Pay (COP) will be in accordance with laws, rules, and regulations.

# ARTICLE 35

## TRAINING

### SECTION 1. POLICY

The employer recognizes that the development and maintenance of a capable and qualified work force is essential to its mission. Therefore, the employer agrees to furnish, within the framework of applicable regulations and dependent upon funds, on-the-job or other appropriate types of training for the development of unit employees.

### SECTION 2. SELF DEVELOPMENT

a. The employer agrees to provide outside training in accordance with Section 1 to an accredited college or university for employees to develop the skills, knowledge and abilities in the performance of their official duties. In this regard, the employer agrees to consider approval and/or payment of self development training on the following basis:

(1) Payment for tuition and registration fee will be made for self-development courses approved by the employer. A SF182 obligation document will be prepared as the method of payment. Payment is based on successful completion with grade "C" or better.

(2) The employer will provide unit employees with information concerning self-development training courses or programs either in government or non-government facilities via the Knowledge Management System (KMS).

### SECTION 3. CORRESPONDENCE COURSES

a. The employer agrees to make correspondence courses available to unit employees subject to the following conditions.

(1) Courses for which there is no charge - unit employees need only to meet the stated course prerequisites, e.g., previous course completion, security clearance, etc.

(2) Courses for which there is a charge - unit employees may be provided these courses based upon relation to job, fund availability, and a supervisory recommendation. Employees will be reimbursed upon successful completion of the correspondence course.

#### **SECTION 4. UNION TRAINING RECOMMENDATION**

The Union shall be permitted to make recommendations to the employer on an annual basis for job-related training to be provided to unit employees as a part of the activity's training budget. In this regard, consideration will be given to the recommendations made by the Union and every effort will be made to provide the mutually agreed upon training.

#### **SECTION 5. ADDITIONAL TRAINING FOR NEW JOB SKILLS**

a. In recognition of the mutual advantages to the employer and the employee, the employer agrees to make a reasonable effort to utilize existing employees when training for new job skills as determined necessary by the employer.

b. Whenever technological changes require the use of a composite job rating which will utilize the skills of more than one (1) craft or trade, the employer will make a reasonable effort to train employees from the crafts or trades involved for the new rating prior to recruiting any new employees.

# ARTICLE 36

## UNFAIR LABOR PRACTICE PRE-COMPLAINT PROCEDURES

**SECTION 1.** The parties agree that prior to the formal filing of an unfair labor practice complaint a copy of such complaint will be sent to the activity Commander or to the President of the Union identifying the specific charges to be brought against the party. The parties agree to meet as soon as practicable but not later than ten (10) workdays to attempt to resolve the matter giving rise to the charge. If the effort fails to resolve the matter the party initiating the charge may file the formal charge with the Federal Labor Relations Authority. The parties agree to make an honest effort to resolve these matters informally.

**SECTION 2.** The time limits outlined above may be extended by mutual agreement between the parties.

**SECTION 3.** The same issues to be raised in the ULP pre-complaint meetings and in the formally filed grievances should be addressed simultaneously in one meeting.

# ARTICLE 37

## TECHNOLOGICAL CHANGE

**SECTION 1.** The employer and the Union agree that it is mutually beneficial to utilize the most efficient machines, processes, methods and/or materials. In this way, the employer will be able to effectively accomplish the mission and provide secure jobs for its employees. The employer also recognizes it is beneficial to solicit employee input when considering technological changes and will do so whenever feasible.

**SECTION 2.** The employer shall notify the Union as far in advance as possible of proposed technological changes that may have an impact on the bargaining unit employees. In instances where job related purchases are initiated by the employer, whenever reasonably possible and there is expected adverse impact, the Union shall be advised prior to the purchase. Upon request, the employer will meet with the Union in a timely manner to discuss and negotiate the adverse impact of the proposed technological change upon the workforce in accordance with Article 5, Section 2, of this agreement. Technological changes are changes affecting equipment, method/process, material, and labor relations. Labor and management will endeavor to keep open communications during a technological change process. All parties involved in the technological change should understand the change itself and the purpose for the change.

**SECTION 3.** The employer agrees that when a technological change takes place that requires additional knowledge and/or skill on part of the employees in an affected unit, priority consideration for training shall be given to those employees affected by the technological change. The employer and Union agree to encourage training and development of employees consistent with the needs of the employer and available resources by either on-the-job training, internal or external formal courses. To the extent controllable by the employer, such training shall be accomplished during duty hours. Costs for said training shall be borne by the employer. Training will not be used as a reward or punishment. The intent is to provide training based on business reasons, not personal relationships.

**SECTION 4.** The employer and Union realize the way jobs are performed today, and possibly the job itself, may be different tomorrow, which will require continual improvement and change. The benefits of using continuous improvement will be the long-

term security of having a more competitive workforce to satisfy our mission.

# ARTICLE 38

## DURATION AND CHANGES

**SECTION 1.** This agreement, upon approval by the Department of Defense (DoD), will remain in full force and effect for a period of three (3) years; however, the agreement, by mutual consent of both parties, may be reopened at any time for amendment. Requests for amendment shall be in writing and must be accompanied by a summary of the amendment or amendments proposed. Within thirty (30) calendar days of receipt of such request, representatives of the employer and the Union will meet to discuss the matter. Upon mutual agreement that reopening is warranted, the parties shall proceed to negotiate those matters and to duly execute any agreement(s) reached. Such amendment(s) shall also be subject to approval by DoD.

**SECTION 2.** Either party may give written notice to the other, not more than one hundred and five (105), nor less than sixty (60) days prior to the three (3) year expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for a one (1) year period pending approval of the DoD.

**SECTION 3.** This agreement shall terminate automatically effective on the date when it has been determined by appropriate authority that the Union is no longer entitled to exclusive recognition in the unit, which this agreement covers.

**SECTION 4.** No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the employer, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

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

**SECTION 6.** In the event renegotiation of this agreement is in progress and will not be completed by the termination date, the agreement will remain in full force and effect until a new agreement is completed and approved by the parties.

The Strategic Weapons Facility, Atlantic, Kings Bay, Georgia  
(Employer) and International Associations of Machinists and  
Aerospace Workers, AFL-CIO (Union), have executed this  
collective bargaining agreement on 23 JUL 2019 as  
attested by the signatures below:

For the Union:

For the Employer:



# APPENDIX A

## Request for Hardship Consideration & Accommodation

Employee's Name: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

a.) Description of Hardship:

b.) Accommodation Requested:

c.) Describe how accommodation will alleviate your hardship:

d.) If approved, how will you resolve your hardship?

**Request for Accommodation: Granted: (circle one) YES NO**

Supervisor: (Please provide employee with a written reason(s) for denial on back of this sheet

Describe terms of accommodation to include: Shift assignment, starting & ending dates, hours of work, shift to return to (if applicable)

**NOTE:** The employee is expected to resolve his/her above stated hardship during the time frame of this mutual agreement.

Employee's Signature: \_\_\_\_\_ Date / /

Supervisors Signature: \_\_\_\_\_ Date / /

Union Rep Signature: \_\_\_\_\_ Date / /