

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NAVAL STRIKE WARFARE CENTER  
AND  
THE AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 1201**

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## PREAMBLE

Pursuant to the provisions of the Civil Service Reform of 1978 (PL 95454) governing labor management relations Chapter 71 of Title 5 of the US Code and related amendments to 5 USC 5595 (b) The Pay AO, hereinafter referred to as the statute, the following articles constitute a binding by between the Naval Warfare Center, hereinafter referred to as the employer, and The American Federation of Government Employees, Local 1201, an affiliate of the AFL-CIO, hereinafter referred to as the union.

## Article 1 Recognition and Unit Definition

Section 1: The employer recognizes the union (American Federation of Government Employees, Local 1201), Naval Strike Warfare Center, Naval Air Station Fallon, Nevada, as the exclusive representative for all employees in the unit as defined in section 2 below.

Section 2: The recognized unit to which this agreement is applicable includes all eligible civil service employees of Naval Strike Warfare Center. Excluded for the unit are all management officials and supervisors, professional and personnel workers (other than clerical workers), and confidential employees.

Section 3: The union the responsibility for representing the interest of all employees in the unit without discrimination and without regard to labor organization membership, as current applicable federal law applies. The employer recognizes the responsibility to ensure that no interference, restraint, coercion, or discrimination is practiced within Naval Strike Warfare Center to encourage or discourage union membership and activities.

## Article 2 Rights of the Employer

Section 1: The employer retains the right to determine the mission, budget, organization, number of employees, and internal security of the activity; and in accordance with applicable laws to:

- a. Hire, assign, layoff, and retain employees in the activity, or to suspend, remove, reduce in grade or pay, or take disciplinary action against such employees in accordance with appropriate laws, federal regulations, and pertinent Naval Strike Warfare Center Instructions.
- b. Assign work, to make determination with respect to contracting out, and to determine the personnel by which the employer's operations shall be conducted; in accordance with appropriate laws, federal regulations, and pertinent Naval Strike Warfare Center Instructions.
- c. Make selections for appointments in accordance with appropriate laws, federal regulations, and pertinent Naval Strike Warfare Center Instructions from:
  - (1) Among properly ranked and certified candidates
  - (2) Any other appropriate source
- d. Take whatever actions may be necessary to carry out the activity mission during emergencies.

Section 2: Nothing in this article shall preclude the employer and the union from negotiating the following:

- a. Procedures which management officials of Naval Strike Warfare Center will observe in exercising any authority under this section.
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials. Such arrangements will be in accordance with appropriate laws, federal regulations, and pertinent Naval Strike Warfare Center Instructions

Section 3: Whenever language in this agreement refers to duties of specific employees, it is intended only to provide a guide as to how a situation may be handled. The employer retains the discretion to determine who performs the work.

## Article 3 Rights of the Employees

Section 1: It is agreed that employees shall have the right to form, join, or assist the union or to refrain from such activity freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of this right as existing law allows.

Section 2: The employer shall take action in accordance with applicable directives to ensure that no interference, restraint, coercion, or discrimination is practiced within the activity to encourage or discourage membership in any labor organization; as directed by applicable law.

Section 3: The union agrees that employees have the right to be accepted and to join the union without discrimination as to race, color, religion, sex, age, national origin or disability. The union reserves the right to refuse membership for nonpayment of dues and failure to meet reasonable occupational standards uniformly required for admission.

Section 4: Nothing in this agreement shall require an employee to become or remain a member of the union or to pay money to the union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 5: Employees have the right to meet with and be represented by union representatives concerning working conditions and personnel policies and practices as described by the statute.

Section 6: It is agreed that the employer shall provide all new employees a copy of their position description and their performance standards that define their elements and standards and identify their rater and reviewer.

Section 7: All new employees are required to attend new employee orientation conducted by Human Resources Office which will include information on performance appraisals, position descriptions, employee assistance programs, worker's compensation, and other employee rights and benefits. The employer will also inform employees of the union's existence.

## Article 4 Employer - Union Cooperation

Section 1: The employer and union agree that consultation shall occur as the need arises, and/or subject to the request of either party, between the representatives of the union and the employer to review appropriate personnel policies and practices and other matters affecting the working conditions of the bargaining unit.

Section 2: It is further agreed that in addition to the above referred to consultations, a representative of the employer shall schedule and meet with union officials upon request and within five working days after the receipt of a written agenda, for the purpose of maintaining cooperation between employer and union. It is not the intent of this section to preclude meetings of an urgent nature on a timely basis or discussions between the appropriate union and management representatives for the purpose of resolving a specific problem in connection with the application of this agreement affecting an employee or employees in the unit.

Section 3: When formal meetings are held between representatives of the union and the employer, a mutual agreement may be made as to whether or not a formal record will be prepared. The employer (Labor Relations Specialist, NAS Lemoore) will arrange for the preparation of such record which will be made available within five working days to the parties for review.

Section 4: Internal union management and activities will be conducted away from the work place during non-duty hours. Employer equipment and supplies will not be used for internal union business or activities.

Section 5: The primary points of contact between the union and the employer for the purpose of discussing questions and issues that may arise concerning the general administration or interpretation of this agreement shall be:

- a. For the union:
  - (1) The President; or
  - (2) The President's designated representative
  
- b. For the employer:
  - (1) The Human Resources Officer; or
  - (2) The Human Resources Officer's designated representative

Section 6: The employer (HRO NAS Lemoore) agrees to furnish the union with a list of all accessions and separations on a monthly basis.

Section 7: The parties agree that quarterly meetings will be held between the Commanding Officer, or his designees, and the Union President or his designees for discussion of Labor/Management relations with a prescribed agenda.

Section 8: Union representatives have the right to present the views of the union to the employer, without fear of penalty or reprisal, while acting in an official capacity for the union.

Section 9: The union agrees to notify the Naval Air Station Lemoore (NASD Human Resources Office of problems prior to filing an Unfair Labor Practice (ULP) charge. The employer agrees to provide input on such matters in a timely manner so the union can meet any window of time which may be required for continuance of such a charge.

## Article 5 Matters Subject to Discussion and Negotiation

Section 1: Matters appropriate for discussion and negotiation between the parties are personnel policies and practices and matters affecting working conditions of employees in the unit as provided by statute.

Section 2: Before issuing or modifying instructions or notices concerning personnel policies and practices affecting working conditions, the employer will notify the union president, or his/her designee, in writing, and provide for a discussion between the parties. The union may, within fifteen calendar days and in writing, request to negotiate or may furnish written comments on matters submitted to the employer. Written comments submitted in place of a request to negotiate will be duly considered by the employer. The employer agrees that this article does not waive any union bargaining rights under the law as provided by statute.

## Article 6 Official Time

Section 1: The employer agrees to recognize the union officers and one union steward duly authorized by the union. The union agrees to furnish the employer a list of employees designated to serve as union representatives; such a list will also include official duty telephone extensions. The union further agrees to update this listing, as applicable, in a timely manner.

Section 2: The steward assigned will support all eligible Naval Strike Warfare Center employees. Only one steward will be assigned per issue.

Section 3: Officials of the union shall be granted reasonable time during working hours to investigate complaints and grievances to bring about and expeditious disposition. Official(s) of the union will explain the circumstances to, secure permission of, their immediate supervisor in advance of performing these duties. Approval to stop work will be gaited in the absence of compelling circumstances. If circumstances arise that prevent the approval to stop work, the employer recognizes that it may be necessary to extend deadlines for filing grievances, complaints, etc. The union representative shall, prior to entering a work area under the control of another supervisor, the supervisor and obtain permission to consult with the employee. The union representative shall carefully guard against the use of excessive time. Upon completion of their investigation, the-union representative will notify their immediate supervisor of his or her return to work. The union representatives shall suffer no loss to pay or annual leave while performing duties within his or her area of responsibility.

Section 4: The union shall have the right to be represented at discussions between the employer and union members, when requested by the employees, concerning grievances and to make its views known. This right to be present shall not extend to informal discussions with the employee.

Section 5: When requested by the employee, the union will have the right, at any stage of the formal grievance or proposed adverse action or appeal, to discuss the matter with the employer.. -

Section 6: The employer agrees to allow the union representative to attend training of mutual benefit to the employer and the union in a duty status; cumulative not to exceed 20 hours per calendar year.

## Article 7 Hours of Work

Section 1: The employer agrees to the following:

- a. The administrative work week shall be seven consecutive days, Sunday through Saturday. The basic work week shall be scheduled on five days and the two days outside the basic work week shall be consecutive.
- b. The basic non-overtime workday shall not exceed eight paid hours.
- c. The occurrence of a holiday shall not affect the designation of the basic work week.
- d. Breaks in working hours of more than one hour shall not normally be scheduled in any basic workday (split shift).
- e. Except as provided for in Section 1, paragraph d above, the workday will be a period of eight hours worked within a period of eight and one-half hours with a 30 minute non-paid lunch period. If an administrative (GS) employee cannot be released for lunch within one hour of his/her normal lunch period, he/she shall be paid 30 minutes overtime.
- f. Wage Grade employees, when working in the field, in support of the air wing or similar training, may be required to modify their assiB lul lunch period more than one hour to meet the necessary traning schedule. The employer will make every effort to minimize this occurrence, but overtime will not be paid unless the employee is asked to work more than eight hours during the basic workday.

Section 2: Designated smoke breaks shall be allowed for two periods of five minutes in the morning and two periods of five minutes in the afternoon.

Section 3: Assignments to tours of duty shall be scheduled when the supervisor (in advance of the administrative work week) that the days and hours an employee is actually required in the ensuing work week are different from the existing work schedule.

Section 4: When possible, the employer shall notify the employee regarding proposed changes to hours of work five calendar days prior to the change. In emergency situations or when the employer would be seriously handicapped in carrying out the mission or costs would be substantially increased, the employer may make required changes and will notify the employee as soon as possible. Every effort will be made by the employer to minimize "short-notice" changes to shift in support of necessary air wing or similar training wherein the schedule is, of necessity, flexible. The union may, within three calendar days, request to negotiate or furnish comments. Comments submitted in place of a request to negotiate will be duly considered.

## Article 8 Overtime

Section 1: A system shall be established whereby qualified employees reporting to a single supervisor will be given the opportunity to participate in overtime work assignments on an equitable basis, and in accordance with their particular skills. The steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work assigned equal among all employees. An overtime record shall be maintained by the employer and can be reviewed by the union steward when the steward receives viable complaints from members of the bargaining unit.

Section 2: The employer agrees to provide an employee with as much notice as possible that overtime is required. The advance notice also applies for work to be performed on a holiday.

Section 3: If an employee requests compensatory time in lieu of overtime pay, the written request shall be made prior to performance of overtime work. The decision to allow compensatory time in lieu of overtime will be made by the employer.

## Article 9 Promotion

Section 1: The employer and the union agree that, as provided for by applicable laws and regulations, it is in the best interest of the government to staff the organization with the best qualified candidates available to ensure high quality work and maximum productivity which leads to effective and efficient mission accomplishment. To achieve this objective, the employer and union agree to encourage employees to participate in self-development activities so that they are well qualified for promotional opportunities.

Section 2: Vacancy announcements will be advertised for all positions within the bargaining unit which, by pertinent rules and regulations, should be advertised. Such positions will be advertised for a minimum period of seven days. The employer agrees to instruct the human resources office to provide the union with a copy of each vacancy announcement. Distribution will be made in a timely manner.

Section 3: Employees who are going to be absent may submit an application specifying the positions for which they desire consideration during their absence. These employees will be referred for rating and, if found qualified or best qualified, will be automatically considered as these vacancies occur.

Section 4: It is incumbent on the employees of the bargaining unit to provide the Human Resources Office with up-to-date copies of their OF-612 or any other written application if they choose to be considered for announced positions. Written applications must contain the information required by OF-510.

Section 5: An employee's cumulative amount of annual or sick leave shall not be a factor in consideration for promotion.

Section 6: A Notice of Rating will be issued to each employee considered for a vacancy, indicating whether qualified for the position and the rating. Non-selection letters will be sent to all employees who are considered for each vacancy.

Section 7: The employer will confer with the union on any changes to the merit promotion plan prior to change implementation.

Section 8: Should any questions arise between the parties concerning the implementation, application, or interpretation of the merit promotion plan, representatives of both parties shall meet in good faith to resolve those matters in question.

Section 9: Nothing in this article shall preclude management from utilizing other appropriate methods to fill a vacancy, including transfer, reassignment, reinstatement, change to lower grade, reduction-in-force, repromotion, OPM register, delegated examining or direct hire authorities, excepted service appointment, etc. All such efforts shall strictly adhere to appropriate existing laws and regulations.

Section 10: The selection for temporary promotion, not to exceed 120 days, will be made from among qualified employees in the immediate work area and on an equitable basis.

## Article 10 Details

Section 1: A detail is an assignment, on a temporary basis, of an employee to perform duties not covered by the official description or definition of his or her position or rating, to another position or rating for the temporary period of time authorized by the Federal personnel regulations. It is agreed that details may be used to meet temporary needs of the work program of the organization when necessary services cannot be obtained by other desirable or practical means. To the extent feasible, details from the next lower grade will be rotated among employees in the unit.

Section 2: When an employee is detailed to any position in which he or she had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee, if such an employee is available. Section 3: It is agreed that no detail shall be made to evade the principle of recruitment through competitive means .

Section 4: Records shall be kept of details to higher positions for three workdays or more so employees may receive credit toward permanent promotions.

## Article 11 Contracting Out and Use of Military Personnel

Section 1: The employer agrees to notify the union as soon as possible of proposed contracting out actions which may adversely affect unit employees. The union, from the time of notification, will have 15 days to file a written protest. The employer will consider the protest and shall furnish the union a written decision. Also, the union will have the opportunity to negotiate arrangements for employees adversely affected by the employer's contracting out.

Section 2: When the employer determines that unit work will be contracted, the employer will meet and confer with the union concerning the impact on bargaining unit employees. It is agreed that existing vacancies will be used to the maximum extent possible to place affected employees. An affected employee must be qualified for a vacant position, and management reserves the right to determine whether or not to fill any existing vacancy.

Section 3: The employer agrees to notify the union as soon as possible of proposed use of military personnel which could result in reduction-in-force or demotion. The union shall be granted all privileges assured them in Sections 1 and 2 of this article when a proposed use of military personnel will affect employees.

Article 12  
Reduction-in-Force (RIF) and Re-employment

Section 1: The employer agrees to notify the union 60 days prior to the effective date of any RIF affecting unit employees. Within ten workdays of said notice, the parties will meet to discuss mutual efforts to minimize the impact upon unit employees. All such RIF actions will strictly adhere to appropriate laws, federal regulations, and Naval Strike Warfare Center Instructions.

Section 2: In the event of a RIF, the union shall have the right to review retention registers relative to RIF actions affecting unit employees and will be allowed official time to counsel and assist such employees within the bargaining unit.

Section 3: Existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions who otherwise would be separated from the employer. An affected employee must be qualified for a vacant position and management reserves the right to determine whether or not to fill any existing vacancy.

Section 4: Any career conditional employee who is separated because of a RIF will be placed on the reemployment priority list in accordance with applicable rules and regulations. As provided for in said laws, such employees will be given preference for rehiring in temporary and permanent positions for which said employee is qualified. It is understood that acceptance of a temporary appointment will not alter the employees right to be offered permanent employment.

Section 5: In the event of a RIF, the employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense. If so, the employer will inform employee(s) how to apply for training.

Section 6: Qualification requirements may be waived in assignments during a RIF when the employer determines that the employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position.

Section 7: In the event a RIF should be required, retention registers shall be established and employees listed in the order of their retention standing.

Article 13  
Performance Evaluations

Section 1: As provided for by applicable laws and regulations, the employer agrees that employee's annual ratings will result from application of Standards of Performance as applied to the appropriate Critical Elements of their positions. Performance ratings will be accomplished annually. Disputes over appraisals will be resolved through the grievance procedures.

Section 2: For the purpose of this agreement, "Critical Element\* is an element of sufficient importance to a position that performance below the satisfactory standard requires remedial action and denial of a within-grade step increase (WGI). Standard Navy elements shall be considered to be critical elements.

Section 3: After a supervisor has defined elements and standards, he/she shall discuss them with the employee. Such standards will be in writing and the defined elements and standards will be given to employees at the beginning of the appraisal year.

Section 4: Employees shall be evaluated and apprised of their performance on a continuing basis throughout the established annual rating period. When an employee is not meeting satisfactory performance standards, a discussion will be held between the appraiser and the employee, and a written notice will be provided to the employee. The employee may, at his or her discretion, request a duly appointed union representative be present. The purpose of this meeting shall be to determine the reason(s) for performance concerns and the efforts and/or training necessary to improve the employee's performance.

Section 5: The employer joins the union in encouraging employees discuss their performance with their rating officials throughout the established annual rating period for the purpose of seeking and offering ideas for improvement in efficiency and productivity.

Section 6: An employee whose within-grade increase will be withheld shall be notified in writing no later than 30 days after completing the waiting period, citing in detail the specific reasons for the proposed denial and improvements the employee must make. Employees may request a union representative from within the bargaining unit and will be allowed a sufficient amount of official time to submit a written request for reconsideration. Employees must request reconsideration within 15 working days and shall be given a written decision within 30 days of the request. If the decision is to grant the within-grade increase, it shall be retroactive. If denied, employees may grieve or appeal the decision, but not both. After a WGI has been withheld, it may be granted at anytime the employee demonstrates performance at satisfactory or above for a consecutive time period of 120 working days.

Section 7: Under section 4302 of the Act, the employer will:

- a. Assist employees in improving unacceptable performance; and
- b. Reassign, reduce in grade, or remove employees who continue to have unacceptable performance after an opportunity to demonstrate acceptable performance has been afforded the employee.

Section 8:

- a. In the event the employer is considering the removal or a reduction in grade of an employee, the requirements of section 4303 (a) and (b) of the Act must be met. In lieu of processing under chapter 43, such action may be initiated under chapter 75. The requirements include the following:
  - (1) The employee must be given a minimum of 30 days prior notice of the proposed action.
  - (2) Specific instances of unacceptable performance.
  - (3) Critical elements that have been unacceptably performed.
  - (4) Representation, if desired, by an attorney or other duly appointed person.
  - (5) Reasonable time to respond orally and/or in writing.
  - (6) A written decision at the end of the notification period, setting forth specific substantiation for the action to be taken.
- b. The employer may extend the said 30 day notice period by an additional 30 days.
- c. In the event the employer has met the foregoing requirements and has decided to retain, reduce in grade, or remove the employee, the requirements of section 4304 (c) must be met. These requirements include the following:
  - (1) The decision shall be made within 30 days following the expiration of the notice period.
  - (2) The decision to reduce in grade or remove can only be based on unacceptable performance during the one year prior to the notification and all requirements of section 4303 have been met.

Section 9: Upon receipt of a final decision from the employer, an employee may appeal the decision to the Merit System Protection Board or, at the option of the affected employee, appeal the decision at step 3 of the negotiated grievance procedure in article 27 of this agreement, but not both.

## Article 14 Equal Employment Opportunity

Section 1: The employer and the union are required by law to provide equal opportunity in employment for all persons, to prohibit discrimination because of sex, age, race, color, religion, national origin, or disability; and to promote the full realization of equal employment opportunity (EEO) through a continuing affirmative action program.

Section 2: When requested by employees, and as required by law, the employer will provide a copy of the procedures for filing a discrimination complaint.

Section 3: The employer agrees that employees will be advised of their right to pursue EEO discrimination complaints through either the negotiated grievance procedure (article 27), or through the statutory procedure, but not both. The employee will notify the employer in writing of his or her choice of procedure.

## Article 15 Alcoholism and Drug Abuse

Section 1: The union and the employer agree to actively encourage employees to voluntarily participate in available alcohol and drug abuse programs. Union officials and stewards will continually support supervisors and management in identifying and directing toward suitable treatment, individuals needing help under these programs with consideration of specific security requirements of the employer. Programs are defined within current rules and regulations.

## Article 16 Holidays

Section 1: As prescribed by law, eligible employees shall be entitled to all federal holidays prescribed by law and any that may be later added by law, and all holidays' that may be designated by Executive Order.

Section 2: As prescribed by law, an employee assigned to work on a holiday is entitled to be paid holiday pay for hours worked.

Section 3: Whenever possible, employees shall be notified as far in advance as possible of required work to be accomplished on a holiday. To the maximum extent possible, qualified volunteers will be used to meet these work requirements.

Section 4: If there are insufficient volunteers for holiday work (actual holiday or day observed), assignments shall be rotated in reverse (least seniority order) regardless of whether premium pay or is involved. If two persons volunteer, the seniority list shall be used to determine the individual chosen. Employees, whether volunteers or from a seniority list, must possess the necessary qualifications to perform the tasks required within holiday hours assigned.

Section 5: As prescribed by law, an employee whose work week is other than normal hours shall receive holiday benefits in accordance with 5 USC 6103.

## Article 17 Annual Leave

Section 1: The employer agrees that requests for annual leave for vacation of more than two weeks duration, received during the period of 1 January through 31 March, will be accepted from employees by the respective supervisors. The employee will prepare an SF-71 for requested leave and submit to employer.

Section 2: Choice of leave periods made under Article 17, Section 1, will be governed by mission requirements and individual seniority (civil service computation date) for each group of employees performing similar tasks and reporting to the same supervisor. Thereafter, choice of available leave periods will normally be on a first-come, first serve basis; however, if two or more employees request identical periods (and their applications are dated and submitted in the same calendar week) and if these requests exceed the amount of leave the employer can program for that period, the matter shall be in favor of the senior employee(s).

Section 3: All will be given the opportunity to take one, week period of annual leave during each leave year. Any request for leave received after 31 March will be considered in conjunction with the established leave schedule. The employer shall make every attempt to grant previously scheduled annual leave when an employee is reassigned or transferred to a different division, or department.

Section 4: The employer and the employee shall insure that earned leave for the current calendar year will not be forfeited because of failure to grant or schedule annual leave. The employee shall schedule 'use or lose- annual leave by 1 October of each leave year.

Section 5: Whenever employees are required to take annual leave because of a reduced work load, employees will be placed on annual leave in reverse seniority order, provided no senior employee requests to be placed on leave.

Section 6: The employee's supervisor may approve a change provided it does not conflict with another employees choice.

Section 7: When unforeseen circumstances arise requiring the use of annual leave not previously requested or approved, the employee will notify his/her supervisor as soon as possible but not later than two hours after the scheduled beginning of the work shift.

Section g: Every reasonable attempt will be made to satisfy employee's annual leave requests for birthdays, religious holidays, funerals, weddings, and family emergencies.

Section 9: The employer agrees to duly consider all requests for extended vacations for which the employee has sufficient annual leave.

Section 10: The employer agrees to consider annual leave as soon as possible and to promptly notify the employee as to his or her decision.

## Article 18 Sick Leave

Section 1: Periods of absence on sick leave in excess of five workdays (40 work hours) must be supported by a medical certificate signed by competent medical authority.

Section 2: Employees who cannot report to work due to illness will notify their supervisor or other designated person within two hours of work start time.

Section 3: Advanced sick leave of up to 30 days may be granted subject to the following conditions:

- a. The absence from duty because of illness is for a period of five or more consecutive workdays.
- b. The application for leave is supported by a medical certificate containing a clear and comprehensive explanation of the illness and an estimated return to work date.
- c. The circumstances are such that repayment to employer of the advanced sick leave can reasonably be
- d. There must be a reasonable assurance that the employee will return to duty.
- e. The employee is not currently on a sick leave Certification Letter.

Section 4: All employees having personal medical or dental appointments during their work shift will take sick or annual leave for the time they are absent from their job. Such leave is to be taken even if the appointment is located on the installation. Except for emergencies, requests for sick leave for medical and dental appointments will be submitted and approved at least 24 hours in advance.

Article 19  
Leave Without Pay (LWOP)

Section 1: Employee will be granted LWOP, at the discretion of the employer, in accordance with applicable rules and regulations. A period of LWOP pay shall not exceed one year for each application.

Section 2: The employer recognizes the obligation to return an employee to duty, at the expiration of a period of approved leave without pay, in the position and rate of pay to which the employee is entitled by the applicable regulations.

Section 3: The employer also recognizes the Reduction in Force (RIF) placement and retreat rights of any employee on approved LWOP in situations where the employee's status has been affected by RIF action during the period of absence. Employees on LWOP (excluding military spouses on LWOP to effect a transfer) may be required to return to work within 30 calendar days of being notified that their LWOP has been cancelled. This action will only be taken if their position is critical to the operation of the command and an extended vacancy is unacceptable.

Section 4: Employees in an approved LWOP status shall accrue rights and privileges with respect to retirement, the Federal Employee's Group Life Insurance, and the Federal Employee's Health Benefits Programs in accordance with applicable laws and regulations.

Article 20  
Court Leave

Section 1: Court leave is the authorized absence (without loss of, or reduction, in pay or leave to which otherwise entitled, credit for time or service or performance rating) of an employee from work status for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of a state or local government or when a party is the United States, state, or local government. Temporary and permanent employees are entitled to court leave.

Section 2: To be granted court leave, an employee must submit a leave request form (SF-71) and a written summons from the court to his or her supervisor. The supervisor will sign the SF-71 and return the forms to the employee who is responsible to take them to the time-keeper for filing. After the jury duty has been performed, the employee is responsible to obtain a signed statement of service (with the time served indicated by the court) and to present that form to the time-keeper.

Section 3: Employees shall ensure that jury service fees, less per diem or mileage, are forwarded to the payroll office promptly. Failure to provide such in 45 days may result in reversal of the approved court leave.

Section 4: Employees who are excused from jury or witness service with three or more hours remaining in their normally scheduled workday shall return to work or be charged annual leave.

Article 21  
Employee Compensation

Section 1: In all cases of injury, it is the responsibility of the employee and the supervisor to complete the initial injury report form within the minimum time. Prompt ambulance service and first aid to injured employees shall be provided on all shifts.

Section 2: When an employee becomes ill due to an occupational disease, or is injured in the performance of duty, the employee will be counseled as to rights to file for compensation benefits and the benefits which are payable when it is known that the absence extends beyond three workdays. Employee shall also be advised that compensation benefits may be applied in lieu of sick leave or annual leave. The Human Resources Office shall counsel employees about rights and benefits to which they are entitled. The employee may be accompanied by a union representative if the employee so desires.

Section 3: When it becomes known that an accident has resulted in a disabling work injury, the employer agrees to notify the area union steward as soon as possible after determination has been made that the injury is disabling.

## Article 22 Training

Section 1: Whenever the employer makes a decision to cross-train employees in job related positions within the unit, each employee in that position shall be given an equal opportunity to apply and be considered. Training which may later lead to promotion will be offered as a training opportunity under the merit promotion program.

Section 2: Within the limits prescribed by regulations and in keeping with organization requirements, the employer and union agree to encourage utilization of training programs offered by local public and private industrial, vocational, professional learning institutions.

Section 3: A record of completed training of eight hours or more, sponsored by or through the activity, will be maintained for employees by the employer. It will be the responsibility of the employee to provide the employer with a record of all training, including self-development, by sending a transcript of such training to the Program Resources Office for record purposes.

Section 4: The employer agrees that training required for the employee's current position will normally be given during working hours. Training will be given to the extent determined by existing rules and regulations.

Section 5: The employer and the union agree that adequate government lodging facilities will be used in accordance with current joint travel regulations for off-station training.

## Article 23 Health and Safety

Section 1: The employer agrees to provide a safe and healthful place for all employees and shall comply with applicable laws and regulations relating to the health and safety of its employees. All employees are responsible for prompt submission of unsafe/unhealthy working condition reports to their supervisors or the safety office.

Section 2: The employer and the union will cooperate in the continuing effort to eliminate accidents and health hazards.

Section 3: The employer will provide safety devices and equipment that the employer deems necessary. Employees must use such safety devices and equipment when required. Employees whose duties require the wearing of prescription safety glasses shall be provided standard issue safety glasses from prison industries or shall have the option to locally purchase prescription glasses which meet the requirements of ANSI STD. Z87.1. Maximum reimbursement for locally purchased prescription safety glasses (frame, lenses-single or multifocal, side shields, photogrey if required, and case) will be the average of prison industries (Unicor Optics). Employees whose duties require the wearing of safety shoes shall be provided standard issue safety shoes or shall have the option to locally purchase safety shoes which meet the requirements of ANSI STD. Z41.1 and be reimbursed to the cost of the standard issue stock fund price. Employees unable to wear standard issue safety shoes due to orthopedic problems must present an orthopedic surgeon certification to his/her supervisor which will be placed in his/her medical record. The supervisor will obtain certification from safety and initiate procurement/ reimbursement for required safety shoes and/or prescription safety glasses based on existing rules and regulations.

Section 4: The employer is responsible for assuring that no employee is allowed to work in a hazardous area, nor with hazardous materials, by themselves.

Section 5: The employer agrees to investigate and to take corrective action when any employee, or supervisor, commits, or requires another employee to commit, an unsafe act or work under unsafe conditions.

Section 6: Each supervisor will take action to correct any unsafe condition or action which is reported to him/her or observed by him/her.

Section 7: The employer shall assure regular safety meetings are conducted as necessary to assure a safe work environment for each department. Specific issues will be addressed as they arise or are identified.

## Article 24

### Work Environment

Section 1: It is mutually agreed that environmental factors in work and rest facilities are an essential part in efficient operations. Further, it is mutually agreed that these facilities should be clean, well lighted, heated, ventilated, and free of excessive noise, as is consistent with the type of work areas and rest facilities.

Section 2: The employer agrees to maintain and provide work and rest facilities in accordance with applicable regulations for the type facilities utilized.

## Article 25

### Adverse Actions

Section 1: As provided for by applicable laws and regulations, adverse actions covered by this article are removal, suspension for more than 14 days, reduction-in-grade, reduction-in-pay, and furlough of 30 days or less.

Section 2: Management will provide an extra copy of the proposed adverse action to the employee.

Section 3: An employee against whom an appealable adverse action is proposed is entitled to:

- a. 30 calendar days advance written notice (unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed), stating:
  - (1) The specific reason(s) for the proposed action;
  - (2) The name and title of the official designated to hear an oral reply and or receive the written reply;
  - (3) The number of days, but no less than seven days, that the employee is allowed to answer orally or in writing;
  - (4) The right of the employee or the employee's representative to review the material which is relied upon to support the reasons given in the notice;
  - (5) If appropriate, the basis of selecting a particular employee for furlough, when some but not all employees, in a given competitive level, are being furloughed, and the reason for furlough.
- b. A reasonable amount of official time to review the material relied upon to support the proposal and to prepare an answer and to secure affidavits, if the employee is otherwise in an active duty status.
- c. A reasonable amount of time, but not less than seven calendar days, to answer orally, or in writing, and to furnish affidavits and other documentary evidence in support of the answer.
- d. A written decision at the earliest practicable date which:
  - (1) Considers only the reason specified in the notice of proposed actions;
  - (2) Specifies the reason(s) for the decision;
  - (3) Considers any answer of the employee and/or the employee's representative;
  - (4) Specifies the employee's right of appeal;
  - (5) Provides the time limits for filing an appeal to Merit Systems Protection Board (MSPB), the address of the appropriate board office for filing the appeal, a copy of the boards appeal form; or negotiated grievance procedure.

- (6) To be delivered to the employee, or the employee's representative, on/or before the effective date of the action.
- (7) If the employee cannot be located in order that management can deliver the decision, the employer shall deliver the decision to the union, and it shall be considered to have been delivered to the employee.

## Article 26 .

### Disciplinary Actions

Section 1: For the purpose of this agreement, the term “disciplinary action(s)” may include Letters of Reprimand up to and including suspensions of not more than 14 calendar days.

Section 2: The employer agrees to grant the union an opportunity to be represented at any examination of an employee in the unit by a representative of the in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary against the employee; and
- b. The employee requests representation; and
- c. The investigation is not of a nature in which national security could be negatively affected by the presence of a union representative.

Section 3: The employer agrees to give annual notice to employees of their right to representation during examination or interview conducted by a representative of the agency.

## Article 27

### Grievance Procedure

Section 1: The purpose of this article is to provide for a mutually acceptable for the equitable settlement of grievances. This article provides the exclusive procedure available to the parties and employees in the bargaining unit for resolving such grievances including questions of grievability and arbitrability. In the article, a “grievance” means any complaint by an employee concerning any matter relating to the employment of Employees within the bargaining unit; by any employee within the bargaining unit, by the union concerning members of the bargaining unit, or by the employer concerning members of the bargaining unit concerning:

- a. The effect or interpretation, or a claim of breach of this agreement; or
- b. Any violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- c. The following are excluded:
  - (1) Any claimed violation relating to prohibited political activities (subchapter 73, title 5, USC);
  - (2) Retirement, life insurance, health insurance;
  - (3) A suspension or removal for national security reasons (section 7532, tide 5 USC);
  - (4) Any examination, certification, appointment;
  - (5) The classification of any position which does not result in the reduction-in-grade or pay of current employees;
  - (6) Termination of probationers;
  - (7) Termination of temporary employees under part 315 of Office of Personnel Management (OPM) regulations;
  - (8) An action terminating a temporary position;
  - (9) A decision by the Commanding Officer that a specific position is subject to random drug testing under the Department of the Navy Drug-Free Workplace Program.

- d. An aggrieved employee affected by discrimination or adverse action(s) has the option to raise the matter under one of the applicable statutory procedures or this negotiated grievance procedure. An employee who selects the negotiated grievance procedure retains the right; pursuant to section 7121 of the act, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any matter involving a complaint of discrimination of the type prohibited by any law administered by the commission.

Section 2: Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. •The employer and the union agree that every effort will be made to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during work hours will be allowed for employees and union representatives to process and present grievances and shall be requested from the proper supervisor(s). The union shall counsel its members as to the appropriateness of grievances, prior to the formal submission of any grievance.

Section 3: Employees of the unit may present their own grievances to the employer and have them adjusted, if the adjustment is not inconsistent with the terms of the agreement.

Section 4: The following procedures shall apply in processing all grievances under this negotiated grievance procedure, unless mutually agreed upon:

Step 1: In order that a grievance may be processed under this procedure, it must be presented within 20 calendar days after the alleged violation occurred; however, where the grievant could not reasonably have been aware of being aggrieved, this time limit may be extended as provided for in section 6 below. The employee, and his or her union representative if requested, shall first discuss the grievance with his/her immediate supervisor. He/she will specifically state the nature of the grievance and what provisions in this agreement (if applicable) have allegedly been violated, and the corrective action desired. If the supervisor believes the grievance to be complicated, he or she may request that the employee submit it in writing. The supervisor will render a decision to the employee within five workdays of the discussion. The supervisor's decision shall be in the same format as the grievance, either oral or written. It is expected that most grievances will be settled at this step. In the event the decision of his/her immediate supervisor is unacceptable, the grievance may be submitted to Step 2 by the employee or his/her union steward.

Step 2: The grievance will always be submitted in writing at this step and submitted to the Executive Officer not later than five workdays following receipt of the decision at Step 1. The grievance must specifically state the action being grieved, the nature of the grievance, the specific provision of this agreement in question, a summary of the action taken at Step 1, and the corrective action being sought. The Executive Officer shall meet with the employee, and his or her union representative if requested, in an effort to reach a satisfactory settlement and render his/her decision, in writing, within five workdays. In the event the decision at this step is unacceptable, the grievance may be submitted to Step 3, within five workdays, following receipt of the Executive Officer's decision.

Step 3: The appeal of the Step 3 decision may be submitted to the Commanding Officer by the employee or his or her union representative if requested, The grievance will be in writing, stating the specific action being grieved, the provision of this agreement in question, a summary of the actions taken at Steps 1 and 2, and the corrective action being desired. The Commanding Officer may appoint a fact finder to conduct an inquiry into the grievance. The Commanding Officer will meet with the employee and will render a written decision within 15 workdays following receipt of the grievance or meeting with the employee, whichever is later. If the grievance is not satisfactorily settled at the Commanding Officer's level, it may be referred to arbitration in accordance with article 28.

Section 5: When a settlement is offered to resolve the grievance, at any level, and is accepted by the employee, the grievance is resolved and will not be forwarded to another step in the grievance procedure. If the grievance was submitted in writing, the management official will prepare the written settlement, which will be signed by the employee and the management official. If the settlement is not accepted by the employee, the grievance will be moved to the next step.

Section 6: All time limits specified by the negotiated grievance procedure can be extended by mutual agreement.

Requests for extension of time limits will be submitted to the grievant, the appropriate union representative, the Program Resources Director, or labor relations specialist. Failure of management to respond to grievances within the time limits at Step 1 will permit the grievance to be referred to the next step of the grievance procedure. Any grievance that is not appealed to Step 2 or 3 within the stated time limit will be granted an automatic five day extension. Any further extensions must be requested in writing. If at the end of the five day extension, no reply is provided by the grievant, the grievance is automatically closed. Failure of the employer to respond to grievances within the time limit during step 2 of the formal procedure will result in the grievance being advanced to the final step.

Section 7: Should any dispute arise between the employer and the union concerning any grievable items as defined in Section 1 of this article, the grievant will inform the other party in writing of such dispute within 20 days of the occurrence which gave rise to the grievance or 20 days after the grievant becomes aware of the event or occurrence prompting the complaint. The president of the union and the Commanding Officer (or their designees) will meet within ten workdays of such notification and make an earnest effort to resolve the matter through discussion. Within ten workdays of the meeting, the respondent party will relay, in writing, to the grievant, its position concerning the disputed issue(s). If, upon receipt of the respondent party's reply, the matter remains unsolved, the grievant may refer the dispute to arbitration under the provisions of article 28. Prior to submission of any such dispute to arbitration, the parties shall meet in an attempt to mutually agree on the issue(s) to be submitted to the arbitrator.

Section 8: Should two or more employees have identical grievances (the dissatisfaction expressed and the relief requested are the same), The grievances may be joined and processed as one grievance, with the decision applicable to all. In such case, the employer will request the parties involved to select one of the grievants as a representative for the group.

## Article 28 Arbitration

Section 1: If the employer and the union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the employer or the union, within 15 calendar days after issuance of the final decision, may be submitted to arbitration.

Section 2: Within seven calendar days from the date of the request for arbitration, the party which requested the arbitration shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within seven workdays after the receipt of such list. If the parties cannot mutually agree upon one of the listed arbitrators, then the employer and the union will each strike one arbitrator's name from the list of seven and will then repeat this procedure until one person remains who shall be the duly selected arbitrator.

Section 3: Within five working days of the selection of an arbitrator, two representatives of the union and two representatives of the employer will meet to discuss and attempt to resolve the grievance. If the parties are unable to resolve the grievance, they shall attempt to agree upon the issue(s), including any question of grievability/arbitrability. The parties will attempt to resolve all matters of stipulation and joint submission.

Section 4: The arbitrator's fee, and expenses of the arbitration, if any, shall be borne equally by the employer and the union. The arbitration hearing will be held in spaces provided by the employer during the regular day shift hours of the basic work week. All bargaining unit participants in the hearing shall be in a duty status.

Section 5: The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, not later than 30 days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

Section 6: The arbitrator's award shall be binding on the parties concerned. Exceptions to the award may be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA).

Section 7: Except as mutually agreed by the parties, arbitration under this article will be conducted as oral proceedings with no verbatim transcripts and no filing of briefs.

## Article 29 Dues Withholding

Section 1: The Employer shall deduct union dues from the pay of all employees who voluntarily authorize such deductions and are employed within the appropriate unit as defined in article 1.

Section 2: 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 bi-weekly pay period when the following conditions have been met:

- a. The Employee either is a member in good standing of the union, as determined by the union, or has signed up for membership in the union subject to the payment of first month's dues through voluntary allotment as provided herein.
- b. The Employee is not a member of another union for which the employer is withholding union dues.
- c. The employee's net earnings, after all legal and required deductions, are sufficient to cover the entire amount of the allotment. No deductions shall be made when the salary is not sufficient to cover the full withholding, or when the employee is in a non-pay status for the entire period.
- d. The president or member of executive council of the union, has completed and signed section A of SF1187 on behalf of the union, and the employee has and signed the appropriate portion therein.
- e. The completed SF-1187 has been received from the union by the payroll branch of the employer.

Section 3: The union shall educate its members on the program for allotments for payment of dues and uses and availability of the required form. It will also inform its members fully of the conditions governing revocation of allotments.

Section 4: The union shall purchase and supply to the employees involved a SF-1187. The union shall be responsible for the distribution of such forms to its members for completion of section A thereon, including the certification of the amount of the union's regular dues to be deducted each bi-weekly pay period. Persons authorized to sign SF-1187's for the union shall provide one signature card to the employer's payroll office before SF1187's signed by them will be processed.

Section 5: Deduction of dues for the union shall begin with the first pay period which occurs after receipt of SF1187 by the employer.

Section 6: It shall be considered that a member's dues have been paid as of the end of the pay period from which the deduction is made.

Section 7: The amount of the 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 union's or member of the executive council and the individual employee, until a change in the amount of such deduction is certified to by the president or chief steward of the union and such certification of change is received by the employer.

Section 8: Any such change in the amount of an employee's regular dues allotment per bi-weekly pay period shall become effective with the deduction on the first full pay period after receipt of the notice of change by the employer, or later date, if required by the union. Changes in the amounts of any union dues shall not be made more frequently than once each 12 months for each individual member, and a new employee authorization shall be required to change, amend, or reinstate any previous authorization.

Section 9: An employee's allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of eligibility for recognition by the union.
- b. Separation of the employee for any reason, including death or retirement.
- c. Receipt by the employer of written notice that the employee has been expelled or has ceased to be a member in good standing of the union.

Section 10: An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the employer of a SF-1188. A termination of allotment under this section shall be effective with the first full pay period following the anniversary date of the SF-1187, provided the revocation is received by the employer.

Section 11: The union, having a member on allotment for union dues, shall promptly notify the employer in writing, within ten calendar days, when any such member of the union is expelled, or for any reason ceases to be a member in good standing.

Section 12: The employer agrees to render these services at no cost to the union.

Section 13: The employer shall arrange to have transmitted to the union, within seven calendar days, a list which shall identify the employee organization and shall contain the name and amount deducted from each member. This list shall include the total monetary amount of all such deductions made from the pay of members of the employee organization, together with the net amount which is withheld.

Section 14: The employer shall arrange to have a check drawn and submitted to the union as payment for the union dues withheld by the employer.

Section 15: This agreement for allotments of union dues may be amended or modified to reflect changes made in the regulations and directives.

### Article 30 Publicity

Section 1: Sufficient bulletin boards will be provided in appropriate work areas for the display of the union literature, correspondence, notices, etc.

Section 2: The employer agrees to permit distribution of notices and circulars sponsored by the union subject to review and approval of the employer.

Section 3: Copies of this agreement will be furnished to all unit employees. Five copies will also be furnished to the union for its use. The cost of printing this agreement shall be borne by the employer.

Section 4: New employees, as part of the orientation process shall be advised of their right to join, or refrain from joining, the union. Copies of this agreement will also be given to all new employees at the time of their orientation.

### Article 31 Duration and Execution of Labor Agreement

Section 1: This agreement shall become effective upon approval by the Department of Defense Civilian Personnel Management Service (DODCPMS). If the DODCPMS does not approve or disapprove the agreement within 30 calendar days from the date the agreement is negotiated by the parties, the agreement will automatically become effective within 30 days from the date of execution. The agreement shall continue in effect for three years thereafter.

Section 2: At the request of either party, and when mutually agreed to, supplementary agreements may be negotiated by the negotiating committee of AFGE local 1201, with the Naval Strike Warfare Center negotiating committee, not more than 90, nor less than 60, days prior to first anniversary date. When such notice is given and agreed to, the parties shall for the purpose of negotiating the or modifications not later than 60 days prior to the first anniversary date, Thereafter, they will continue to negotiate in good faith on a regular basis.

Section 3: In any event, the parties shall meet for the purpose of renegotiating a new agreement not later than 60 days prior to the expiration date; thereafter, they will continue to negotiate in good faith on a regular basis. Should negotiations extend past the expiration date, the parties agree that the current agreement shall remain in effect for an appropriate period of time to permit conclusion of negotiation.

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