

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**NAVAL WEAPONS STATION SEAL BEACH  
SEAL BEACH, CALIFORNIA**



**and**

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 3723**



**Approved by the Department of Defense on 12 June 2013**

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# NAVWPNSTA Seal Beach and NAVWPNSTA Seal Beach Detachment Fallbrook CBA

## PREAMBLE

This AGREEMENT is made by and between Naval Weapons Station (NAVWPNSTA), Seal Beach, California, and NAVWPNSTA Seal Beach Detachment Fallbrook hereinafter referred to as the "Employer" and American Federation of Government Employees (AFGE), Local 3723 Seal Beach and its Detachment Fallbrook (Unit Q) hereinafter referred to as the "Union", and collectively referred to as the "Parties."

It is the intent and purpose of the Parties by this Agreement to promote and improve the effectiveness of the Employer, as well as the Federal Service, to safeguard the public interest, protect the rights of employees, and to encourage and facilitate amicable settlement of disputes involving conditions of employment within the meaning of Chapter 71 of Title 5 of the United States Code, hereinafter referred to as the Federal Service Labor Management Relations Statute or FSLMRS.

Through this Agreement, the Parties intend to maintain a safe, healthy, and quality workplace by fostering an atmosphere where people are treated fairly and equitably, with mutual respect for one another. We will work together to fulfill the promise and accomplish the mission of the Employer.

Now, therefore, the Parties further agree as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DEFINITION

**Section 1.** The named labor organization is the exclusive representative of all employees in the units defined in Section 2 of this Article. Such recognition shall continue as long as the Union is the exclusive representative of the Employees under the criteria set forth by the Federal Labor Relations Authority. The Union recognizes the responsibilities of representing the interests of all unit Employees without discrimination and without regard to membership in the Union.

**Section 2.** The named labor organization is the exclusive representative of all employees in the unit as indicated below:

**INCLUDED:** All General Schedule and Wage Grade employees employed at the Naval Weapons Station Seal Beach, and located at Seal Beach and Detachment Fallbrook.

**EXCLUDED:** All professional employees, management officials, supervisors, employees described in 5 U.S.C. § 7112(b) (2), (3), (4), (6) and (7).

## ARTICLE 2

### PROVISIONS OF LAWS AND REGULATIONS

**Section 1.** In the administration of all matters covered by this Agreement, the Parties and bargaining unit employees are governed by existing or future laws and government wide regulations of appropriate authorities in existence at the time this Agreement was approved.

**Section 2.** In the event of any conflict between the terms of this Agreement and any Employer regulation, policy letter, manual etc., regardless of date of issuance, the terms of this Agreement will govern, unless and until such time as the Parties negotiate and fulfill bargaining obligations before the implementation of the change. In the event of any conflict between the terms of this agreement and any applicable law, government wide regulation, or Executive Order, federal law shall supersede and govern until such time as the Parties negotiate and fulfill bargaining obligations. Consistent with Article 9, Notices and Negotiations

**Section 3.** All Memorandums of Understanding ("MOUs"), Memorandums of Agreement, or other side agreements between the Union and Management are hereby rescinded with the effective date of this Agreement. If there are any new negotiated MOUs, each MOU will identify the date or event that will cause the MOU to expire and must be appropriately dated. The All new MOUs will be posted and available on the G2 shared site. Any new MOUs will carry the same authority as the agreement.

**Section 4.** All other matters not addressed in this agreement, which are subject to bargaining and/or negotiations shall be bargained and/or negotiated in accordance with the law.

**Section 5.** Provisions of this Agreement which refer to duties or responsibilities of specific supervisors, managers, or organizational elements are intended as a guide as to how to handle a particular situation. The Employer retains the discretion to determine which personnel and organizational elements will perform the work. The Union retains the discretion to bargain Procedures and Appropriate Arrangements (P& AA) relating to the effects on working conditions.

## ARTICLE 3

### EMPLOYER RIGHTS

**Section 1.** Subject to Section 2 of this Article, supervisors and management officials of the Employer retain the right:

a To determine the mission, budget, organization, number of employees, and internal security practices of the Activity; and in accordance with applicable laws:

(1) To hire, assign, layoff, and retain employees in the Activity 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 Activity operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.

(4) To take whatever action that may be necessary to carry out the Agency/Activity mission during emergencies. The term emergency for the purpose of this agreement applies when any of the following conditions are met:

- (a) Is outside the control of the employer;
- (b) requires sudden or immediate action on the part of the Employer;
- (c) could not have been reasonably foreseen by the Employer;
- (d) or deemed by the Commanding Officer or his/her designee.

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

- a. At the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work.
- b. Procedures which management officials of the Agency will observe in exercising any authority under Section 1 of this Article; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 1 of this Article by such management officials.

## **ARTICLE 4**

### **UNION RIGHTS AND REPRESENTATION**

**Section 1.** The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit as defined in Article 1. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, sex, gender, disability, age, or national origin. Nothing in this Agreement shall require an employee to become or to 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 deductions.

**Section 2.** No employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy. Employees are encouraged to initiate questions or concerns with first-line supervisors and follow the chain of command. Employees must receive advance permission to leave the work area if it is necessary to personally visit an office, subject to workload.

**Section 3.** The Union has the right to request to negotiate with the Employer on personnel policies, programs and procedures related to conditions of employment in accordance with all applicable laws and regulations and the terms of this Agreement. The Union has the right to negotiate the methods and procedures that will be used in implementing all existing and future laws, rules, regulations and policy changes affecting working conditions and their impact and implementation.

**Section 4. Formal Discussions.** The Union shall be given the opportunity to be represented at any formal discussion meetings between one or more representatives of the Employer and one or more employee in the unit or their designated Union official concerning any grievance or any personnel policy or practice or other general condition of employment. The Union will be given advanced notice of any formal discussion meetings and be provided with any documentation which will be used in the formal discussion, not less than three (3) calendar days, absent an emergency. More time may be given between notice/documentation and formal meeting if needed. The Union will be afforded the opportunity to have a brief private discussion of up to twenty (20) minutes with all interested bargaining unit employees after the formal meeting.

**Section 5. Investigative Interviews.** The Union shall be given the opportunity to be present at and speak during any examination of a bargaining unit employee by a representative of the Agency in connection with any investigation, if the employee reasonably believes that the investigation could result in disciplinary action against him/her and the employee requests Union representation in accordance with the employee's Weingarten Rights. Prior to the start of the meeting, the employer will explain the purpose of the meeting to the employee. If no designated Union official is available at the time of the meeting, the meeting will be rescheduled at a time agreeable to the Union and employer, but within 48 hours, unless extended by mutual agreement.

**Section 6. New Employee Orientation.** A Union packet of information, provided by the Union, will be included with the agency new employee packet. If formal orientations resume at Seal Beach/Fallbrook installations, the Union will be provided the opportunity to participate. Upon request, the Union will be provided a list of new bargaining unit employee hires.

**Section 7. Union Officials.** The Union agrees to provide the servicing Human Resources Office a written list of designated Union officials, authorized to act on behalf of the Union. This written list will be provided quarterly and updated as changes occur. Designated Union officials are authorized to represent the Union in dealing with NAVWPNSTA Seal Beach and Detachment Fallbrook, CA officials or said designee. Designated Union officials will be

allowed pre-approved official time to travel if the representational duties cannot be handled via telephone, VTC, and/or email after reasonable efforts by the designated Union official are made. If the representative duties cannot be handled via the aforementioned, the Union will notify the supervisor who will make the appropriate arrangements pursuant to Article 8. Such requests will not be unreasonably denied and will occur within two work days, unless extended by mutual agreement. It is understood that the Employer will not pay any costs associated with the travel excluding official time. It is understood that Union representation in investigative interviews, will be done in person by the designated Union official, unless the Union agrees to an alternative process, i.e. over the telephone, via VTC or other communication means. The allotted number of designated Union officials, including stewards, will be one official/steward at Fallbrook, one alternate at Fallbrook and two official stewards at Seal Beach. The Union Officials/Stewards will be identified by the Union. It is understood that the alternate official/steward at Fallbrook will be in place of the appointed Union Official/Steward only when the appointed official is on approved leave, on official Union representational travel time, or when mission requirements conflict with primary official's representational duties. Upon request of the Union, employees who are selected to serve in the capacity of Local Officer or representative or other internal Union business, which requires absence from the job, may request leave without pay consistent with work requirements as determined by their supervisor.

**Section 8. Base Access.** In accordance with 5 USC 7114, the Employer agrees to recognize the National Representatives of the AFGE and the duly elected or appointed representatives of the Union, or any such person contracted with the Union to provide representation such as an attorney or business agent as representatives of bargaining unit employees as defined in Article 1. Permission to enter either base where the Union has bargaining unit employees is subject to compliance with base access procedures.

**Section 9. Employer Provided Union Office Space.** The Employer agrees to provide the Union office space accommodations, including parking, at Building 6, Seal Beach Naval Weapons Station, and current office space accommodations and parking at Ammunition Road, Building 315, Fallbrook. In addition, it is understood by the Parties that the Union is a "tenant" on Seal Beach Naval Weapons Station and Detachment Fallbrook. The Employer provided office space will not be used by the Union for internal business of a labor organization, including the solicitation of membership, elections of labor organization officials, and collection of Union dues. It is also agreed and understood that functions relating to internal Union business will take place during non-work hours of the bargaining unit member(s). The Employer agrees to provide the Union for official use rooms 8, 9, and 10 of Building 6, Seal Beach site, and Building 315 room 106, Detachment Fallbrook.

In the spirit of positive community relations, pre-existing arrangements with other groups to use Building 6, Room 8, will be honored by the Employer and Union. In addition, the Union consents to the use of Building 6, room 6 by other groups, when the Union is not using the room for official purposes.

Items on the large wall in building 6, room 8, will be cleared so that the Union will have use of this wall. The other rooms of Building 6 may be reserved on a first come first served basis with at least five (5) business days advance notice/coordination with MWR. Such requests

will not be unreasonably denied.

**a Maintenance/Services/Parking.** The Employer agrees to provide normal facility maintenance and parking for rooms 9 and 10 of Building 6, Seal Beach site, and Building 315 room 106, Detachment Fallbrook. The Employer will provide one time modifications to rooms 9 and 10 of Building 6, specifically as follows: carpet cleaning, painting, door and lock replacement, installation of blinds, and relocation of parking, Union signs and official Union bulletin board(s) as fiscal execution permits and prior to relocation from current Union office space at Seal Beach. The Employer will pay the costs to move all furniture and files from current Union Office Space to Union Office Space in Building 6 and will provide at least 21 calendar days advance notice prior to relocation. Routine cleaning services will be provided by the Union for employer provided office space. The employer provided Union office space is subject to the same rules and regulations as all other Employer/Tenant occupied rooms and buildings. Except in an emergency, a designated Union official will be present during any type of employer access to employer provided Union office space at Fallbrook and Seal Beach Building 6, rooms 9 and 10. Use of Building 6 or other space either at Seal Beach or Fallbrook for Union events is for official Union activities.

**b. Office Furniture.** The Union will maintain its' current office furniture.

**c. Communications.** The Union office will be provided with the following:

(1) **Telephones.** The Employer will provide free of charge in the Union office, base and local telephone service (one phone line) for official Union business and not for internal Union business. It is understood that the Union will be allowed to make long distance telephone calls only for official Union business pertaining to employees of the bargaining unit and only to the bases that are under the auspices of the Agency where bargaining unit Employees are employed and only to the servicing A FGE Union Offices of bargaining unit employees covered by this CBA. Any costs or upgrades to the level of service or use that is for internal Union business or for anything other than official Union business will be borne by the Union. Designated Union Officials, as defined in our CBA, and bargaining unit Employees are authorized to use the Employer's telephones to make calls necessary in conducting official and authorized representational duties.

(2) **Computers.** Designated Union Officials, as defined in our governing CBA, who are government employees with authorization to the government network will be allowed to use government computers currently available in their work area for official Union business to the extent it does not unreasonably interfere with operations. The Union may provide, at the Union's own full expense, computer and commercial internet service in the Union Office, at Seal Beach, Building 6.

(3) **Fax Machines.** Designated Union Officials, as defined in our governing CBA, who are government employees will be allowed to use fax machines currently available in their work area for official Union business to the extent it does not unreasonably interfere with operations. All facsimile communications will be in accordance with the privacy at and applicable Navy instructions to protect privacy and personally identifiable information.

**Section 10.** The Employer agrees that there will be no restraint, interference, coercion, discrimination, or retaliation against any Union representative because of the performance of their duties/responsibilities under this Agreement.

## ARTICLE 5

### EMPLOYEE RIGHTS

**Section 1.** Each employee in the unit shall have the right to form, join, and/or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights extend but are not limited to:

a. To Act for the Union in the capacity of a representative and the right in that capacity to present the views of the Union to representatives of the Employer, and other officials of the executive Branch of the Government, the Congress, or other appropriate authorities, in accordance with The Federal Service Labor-Management Relations Statute.

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees, in accordance with The Federal Service Labor-Management Relations Statute.

c. Any other right that is reasonably related to the employees' ability to form, join, and/or assist the Union.

d. Any rights under this Agreement or 5 USC 7102.

**Section 2.** No employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy. An Employee has the right to communicate with the appropriate member of the following offices concerning individual personnel matters: (a) the Union; (b) a Supervisor or Management Official of a higher rank than the Employee's supervisor. Employees are encouraged to initiate questions or concerns with their first-line supervisors and follow the chain of command; however, the employee has the right to contact the Union. Employees must receive advance permission to leave the work area if it is necessary to personally visit an office, subject to workload. The Parties agree that in the interest of maintaining a congenial work environment, Management and Employees will deal with each other in a professional manner.

**Section 3.** The Employer agrees that participation in any worthy programs sponsored by the Agency (i.e., Combined Federal Campaign, Bond Drives, Blood Donor Drives, etc.) will be on a voluntary basis.

**Section 4.** A unit employee may be granted official time pursuant to this Agreement and the federal laws and regulations and consistent with the needs of the Employer for the areas listed below to:

- a Discuss matters of concern with a Union representative;
- b. Prepare, investigate, and present their grievance to the Employer and arbitrate such grievance;
- c. Serve as a witness in any of the following:
  - (1) Arbitration hearing;
  - (2) Hearings for any Administrative forum relevant to their employment with the Employer pursuant to applicable laws and regulations;
  - (3) Depositions for any Administrative forum pursuant to applicable laws and regulations;
  - (4) Provide information/serve as a witness as required by order and/or regulation of the Federal Labor Relations Authority pursuant to applicable laws and regulations.
- d. Employees will be free from intimidation and reprisal for engaging in the above.
- e. Participate in training that promotes labor management relations offered by the Union or the Employer when such training is mutually beneficial to the agency and the Union.

**Section 5. Weingarten Rights.** If an employee reasonably believes that a meeting with management could in any way lead to the employee being disciplined or terminated, the employee may request Union representation. Management will honor this request in accordance with the provisions of the employee's Weingarten Right. Management shall not intimidate or retaliate against an employee for exercising their Weingarten Right.

**Section 6.** All employees have the right not to be subjected to intimidation, harassment, or humiliation in the workplace, regardless of any status, background, or class, and the right to be treated in an equitable and respectful manner.

**Section 7.** Employees acknowledge that Government resources, including but not limited to, computers, telephones, vehicles, and credit cards are for official use only. Personal use of Government property or resources without permission may result in the employee being disciplined.

**Section 8.** To ensure employee privacy, if an employee is to be served with a warrant or a subpoena, it will be done in private to the extent that the Agency has knowledge of and can control the situation.

**Section 9.** The Agency will take appropriate measures, within the capabilities of its available resources, to provide employees with the means to secure their personal belongings. Employees

will exercise reasonable care to protect their personal belongings. Employees who are required to check out gear and equipment or DON issued gear, accessories, and equipment will be provided with a full size locker of adequate size to fit said gear.

**Section 10.** The Department of Navy Civilian Benefits Center should be contacted employees who have questions or need assistance with employee benefits at (888) 320-2917 or [navybenefits@navy.mil](mailto:navybenefits@navy.mil) or <http://www.public.navy.mil/donhr/Benefits>

**Section 11.** Notice of 7 calendar days shall be provided to the employee of mandatory meetings scheduled when an employee who is on scheduled leave or a scheduled day off may be affected. In case a mandatory meeting is scheduled at a time when an employee is on a scheduled leave or scheduled day off, notice of 7 calendar days shall be provided, except in case of an emergency as defined by Article 3, Section 1.

## ARTICLE 6

### UNION DUES ALLOTMENT PROCEDURES

**Section 1.** Pursuant to 5 U.S.C. 7115, deductions for the payment of Union dues will be made from the pay of members in the unit who voluntarily request such dues deduction.

**Section 2.** For the collection of Union dues allotment, the Union will use form SF-1187, Request for Payroll Deduction for Labor Organizations. The Union will also be responsible for the proper completion and certification of the forms and for transmitting them to the servicing Human Resource Office (HRO). A member who desires to have his or her dues deducted from his or her pay must complete the appropriate portion of the SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to HRO. The HRO must validate and timely forward to the appropriate payroll office. The form must be received in the payroll office at least five (5) working days prior to the beginning of the pay period in which the deduction is to begin. Monthly, the Employer will provide the Union with a list of dues paying employees and their remittance amount.

**Section 3.** The Employer will ensure that Defense Finance and Accounting Service (DFAS) is apprised that these funds are to be remitted to:

AFGE  
4625 FAIRMOUNT AVENUE  
SUITE 100  
SAN DIEGO. CA92105

**Section 4.** The Union may inform management of any problems identified in connection with the deduction of Union dues. Management will use its best efforts to ensure that such problems are corrected in a timely manner.

**Section 5. Management shall take action to terminate an employee's voluntary allotment for payment of Union dues when management is apprised that any of the following events have occurred:**

- a Loss of exclusive recognition by the Union;
- b. Separation of an employee from the bargaining unit;
- c. When the dues withholding agreement is terminated and accompanied by union official signature on an SF 1188;
- d. Receipt by the Employer of notice from the Union that the employee has been suspended or expelled from the membership in the Union.
- e. Transfer or change resulting in employment status to a position outside the bargaining unit.

**Section 6. A member who desires to terminate his or her payroll deduction must complete the appropriate portion of the SF-1188 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to HRO.**

## **ARTICLE 7**

### **LABOR MANAGEMENT RELATIONS**

**Section 1. Mutual Cooperation.** This Agreement has been made in the spirit of problem resolution and reflects mutual cooperation in labor-management relations. It is the intent of the parties that labor-management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. Either party will bring such problems or disputes to the attention of the other party expeditiously. If informal resolution is not possible, conflicts will be resolved per this Agreement.

**Section 2.** Should either Party believe that the other has committed an Unfair Labor Practice (ULP) as defined in the FL RA, that party shall serve written notice of the alleged violation of the Act upon the other party. The Union will serve written notice using Charge Against an Agency Form (FLRA Form 22; Appendix D1); and the Employer will serve written notice using Charge Against a Labor Organization Form (FL RA Form 23; Appendix D2). For the Employer, the receiving official shall be the Commanding Officer or their designee; for the Union, the receiving official shall be the President of the Union or their designee. The Party so served shall have ten (10) calendar days from receipt of service to investigate the matter and meet with the other Party in an attempt to informally resolve the allegation. If the matter is not resolved after the expiration of the ten (10) calendar day period, the charging Party may proceed to FL RA. The ten (10) calendar day timeframe may be extended by mutual agreement.

**Section 3. Labor Management Forums (LMF). To facilitate the processes of information sharing and discussion of general matters of concern to either Party, a LMF is hereby established.**

**Section 4. LMF meetings will be conducted by both Parties each quarter at a mutually agreeable time. Each Party will submit agenda items at least ten (10) calendar days in advance of a scheduled meeting. Additional meetings may be held at other times, at the request of either one of the Parties at a mutually agreeable time. Meetings may be conducted in person or through the use of teleconference or other information technology means. Information or matters of concern to a group of bargaining unit employees, the Union, and/or the Employer will be appropriate topics of discussion. Individual, and/or union grievances will not be discussed. Pre-decisional consideration and matters appropriate for negotiation may be discussed or may be raised in a separate meeting.**

## **ARTICLE 8**

### **OFFICIAL TIME**

**Section 1. Officers and Stewards of the Union may be authorized a reasonable amount of official time away from the job, as mission requirements allow, to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7114 and 7131. It is management's intent to maintain stability of work area and shift assignments consistent with workload and manpower requirements. Therefore, official time will be requested with as much advance notice as possible to allow for appropriate planning in support of mission and to mitigate potential workload and work shift conflicts for the Employer and employees. Such requests will not be unreasonably denied or delayed.**

**a Union representatives and stewards will be permitted a reasonable amount of official time to conduct the representational functions outlined in Section 2 of this Article.**

**b. Meetings between the Employer and the Union as set forth in this Agreement will be conducted during regular working hours unless otherwise agreed by the Parties. It is understood that no premium pay, overtime etc., will be paid for hours of official time outside of the Union representative's regular work hours. Representational duties may be conducted via telephone or by leveraging other sources of information technology when practical and efficient.**

**Section 2. Reasonable and necessary official time for representational functions performed by designated Union Officials will be authorized, subject to Employer approval, for representational functions such as:**

**a Investigate, including pre-filing discussions with employees, process, and present a grievance, Unfair Labor Practice, EEO complaint, appeals to the Merit System Protection Board, and any other forum by statute or this Agreement to the Employer or authorized third party;**

- b. Participate on any team, Labor Management Forum, Committee, or study group as may be authorized by this Agreement and the Employer as agreed to by the Parties;
- c. Review and respond to memoranda, letters, and requests from the Employer which affects personnel policies, practices, or working conditions;
- d. Meet and confer with Employer representatives on Employer initiated changes to matters subject to negotiation under this Agreement;
- e. **Attend** formal discussions and examinations in accordance with the employee's Weingarten Rights and the provisions of this Agreement;
- f. Participate in any process, claim or complaint as may be required by order or regulations of the FL RA;
- g. Attend meetings in the capacity of an observer where bargaining unit employees have elected to pursue a grievance or settlement agreement without Union representation;
- h. Participate in negotiations and preparations for negotiations, such as midterm and impact and implementation bargaining;
- i. Act as a representative of the Union to present the views of the Union to representatives and officials of the Executive Branch, Congress, and other appropriate authority, consistent with the Federal Service Labor-Management Relations Statute and the terms of this CBA ;
- j. Respond to disciplinary and adverse actions;
- k. Training as stated in Section 4 of this Article;
- l. And perform representation duties as may be required.

**Section 3.** The Union agrees that prior to performing appropriate business described in this article, designated Union Officials/Stewards shall notify the appropriate on-duty supervisor utilizing the Request for Official Time Form at Appendix B of this Agreement. The request for permission shall include a description of the general nature of the business to be transacted, the location of the work to be performed, and the time of expected return. If the designated Union Official/Steward or grievant cannot be spared at the requested time from their location, the appropriate supervisor on duty shall inform the designated Union Official/Steward of the time that permission may be granted to leave the job within two business days, which can be postponed by mutual agreement. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission, and will not unreasonably delay meetings between the Designated Union Official/Steward and the employee. The employee and the designated Union Official/Steward will report their return to work to the appropriate supervisor on duty.

**Section 4. Training.** Training for designated Union Officials/Stewards is of mutual benefit to the employer and the Union and is vital to Labor-Management Relations. Request for official

time to attend training shall be submitted with an agenda, if requested. No travel/per diem expenses for such training will be paid by the employer. Travel time away from work may be negotiated as official time on a case by case basis. Requests for official time will be made in accordance with this article.

**Section 5, Requesting and Recording Official Time.** Designated Union Officials/Stewards will utilize the Request for Official Time Form in Appendix B for requesting and recording official time used for representational purposes or training. This form will be submitted to their immediate supervisor. After supervisory endorsement, a copy of the form will be returned to the designated Union Official/Steward and the original will be retained by the Employer in accordance with official timekeeping records. The designated Union Official/Steward will advise the supervisor upon their return to the work area.

## ARTICLE 9

### NOTICES AND NEGOTIATIONS

**Section 1.** It is agreed and understood that matters appropriate for negotiation between the Parties are personnel policies and practices and matters affecting general conditions of employment of employees when such negotiations are in accordance with the requirements of 5 USC 71. The Employer will not unilaterally change any provision of this agreement or implement any new regulation, policy, or practice that provides substantive change to conditions of employment without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation. It is understood by the Parties that in the event that the Employer or the Union declares impasse during the negotiations, the status quo will remain in force when either party has formally filed for assistance from The Federal Service Impasses Panel. Notwithstanding, the Employer may proceed with implementation of its last best offer at its own peril. All timelines in this article may be extended by mutual agreement.

**Section 2.** The following will constitute the procedure for notification and a request to bargain:

**Step 1.** As soon as practicable, but at least thirty (14) calendar days prior to the proposed implementation date the Employer shall notify the Union President or designee in writing that the Employer intends to make a proposed change and will advise the Union of the proposed implementation date.

**Step 2.** Within fourteen (14) calendar days after notification is provided to the Union in accordance with Step 1 above, the Union, if it desires to negotiate the proposed change, shall submit a written notification to the Employer to that effect and attach its written proposal(s) for the Employer's consideration. The Employer shall acknowledge written receipt of the Union's notification and proposal(s). If the Union does not request to bargain within the aforementioned timeframe, the Employer may implement the change.

**Step 3.** Upon receipt of the Union's request to negotiate and its written proposal(s), the Employer shall confer with the Union within fourteen (14) working days to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

**Step 4.** Upon reaching mutual agreement, the understanding reached shall be reduced to writing and duly executed by an authorized representative of the Employer and Union. In the event that after good faith diligent efforts on the part of the Union and the Employer mutual agreement cannot be reached, either the Employer or the Union may declare that an impasse has occurred. In the event this should occur, the declaring Party shall take all necessary and proper written action to resolve the impasse in accordance with governing law, rule, and regulations. It is agreed and understood that in the event the Union or Employer declares impasse, the status quo will remain in force when either party has formally filed for assistance from The Federal Service Impasses Panel. Notwithstanding, the Employer may proceed with implementation of its last best offer at its own peril.

**Section 3.** The point of contact for the purpose of notification, consulting and/or negotiating on any issue regarding the administration or application of this agreement shall be the duly elected President of the Union or their designee and the Agency Commanding Officer or their designee for the Employer.

**Section 4. Strategic Sourcing.** The employer will notify the Union, when permissive, of the initiation of any strategic sourcing study affecting bargaining unit positions, identifying the programs to be studied and the employees potentially involved pursuant to the applicable regulations. The Union will be given pre-decisional rights to discuss any decision to engage in strategic sourcing, when Employer has local decision authority.

**Section 5. Requests for Information.** Should a Party require documents or other evidence that is in possession of the other Party, the requesting Party should send a written request, using the Request for Information Form found in Appendix A, to the Commanding Officer/Union President or designee. The Commanding Officer/Union President or designee will respond in writing by either (a) producing the requested documents or other evidence, or (b) providing a detailed response as to why the documents or other evidence is not being provided using the Reply to a Request for Information Form found in Appendix A. The request may be submitted via hardcopy correspondence, fax, or e-mail, with adherence to protections of personally identifiable information and privacy. The employer or Union will respond to the request by no later than fourteen (14) calendar days.

**Section 6. Weingarten Rights Notices.** The Employer will post annual written notification of employee Weingarten Rights on official employee bulletin boards. The Employer will also send annual Weingarten Rights notification by email to all bargaining unit employees who have a government email account at the time of annual notification. The Union also shares a responsibility to keep bargaining unit employees apprised of their Weingarten Rights.

**Section 7. Bargaining Unit Employee List.** The Employer agrees to furnish the Union quarterly, upon request of the designated Union Official/Steward, a list which will contain the names, grades, and position titles of all employees in the bargaining unit.

**Section 8, Privacy.** The Union and Employer commit to safeguarding the privacy of individuals about whom information may be maintained and/or communicated to the other. To that end, the Parties agree that provision of information subject to the Privacy Act will be released only in a manner and for such purpose as may be permitted under the Privacy Act and other applicable laws and regulations.

**Section 9, Union Bulletin Boards.** The Employer shall furnish bulletin boards for exclusive use by the Union. The Union will have a separate bulletin board for posting of material related to the representational activities of the Union wherever the Employer has a bulletin board for bargaining unit Employees. The Union shall be responsible for posting and removing material and for maintaining its bulletin boards.

## ARTICLE 10

### ATTENDANCE AND LEAVE

**Section 1.** Employees earn annual and sick leave in accordance with applicable statutes and regulations. Employees may be granted leave for emergency situations and for fulfilling civic duties (voting, bereavement, jury duty, etc.).

**Section 2, Annual Leave.**

a The use of annual leave is a right of the employee, subject to the Employer's need to appropriately schedule employees' use of annual leave to meet mission requirements. Employees earn annual leave in accordance with applicable statutes and regulations. All policies concerning the denial or granting of annual leave will be applied uniformly and consistently among all employees. Leave will not be denied solely on the basis of amount requested

b. Approval. The designated supervisor will respond within 10 calendar days upon receipt of a leave request with an approval or disapproval or written notice that more time is needed to make a decision, with a final decision within 15 calendar days

c. Vacation Planning.

(1) To receive priority consideration, requests for annual leave for extended periods of time of one or more basic workweeks will be submitted to the supervisor no later than the last day of February of each year. Employees who do not request annual leave for extended periods by the last day of February still may do so at any time during the leave year; however, such leave requests may be denied if in conflict with the choice of another employee who has requested leave by the last day of February.

(2) In establishing the leave schedule, the supervisor will give full consideration to an employee's preferred leave period. Requests for the same leave period submitted before the last day of February will be considered on a seniority basis as determined by Leave Service

**Computation Date (SCD).** Requests for the same leave period submitted after the last day of February will be considered on a "first come, first served" basis. Employees affected by a necessary change in the leave schedule shall have the right to have their leave rescheduled. At an employee's request, the Employer may approve a change in selection provided another employee's previously approved choice will not be adversely affected.

**d. Procedures for Unscheduled Annual Leave for Emergency Purposes.** If an emergency arises while the employee is at work, the employee shall obtain the supervisor's approval for annual leave. If the emergency arises when the employee is not at work, and they need to take leave that would prevent them from reporting to work as scheduled, the employee must notify the supervisor by speaking with the supervisor, or if they are not available, leaving a voice message or email for them, at the earliest available opportunity, but no later than one (1) hour prior the start of the shift. If, due to the nature and severity of the emergency, the employee is prevented from personally contacting the supervisor, notification of the absence may be made by another responsible person; however, in all instances the employee is responsible for assuring that notification is made. Failure of an employee to notify the supervisor, depending upon the circumstances, may be subject to disciplinary action. If the employee anticipates an absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the supervisor prior to the expected return to work time. The employee will submit an SF71 or a request in SL DCA DA to the supervisor on the day they return to work.

**e. Advanced Annual Leave.** Upon written request by the employee, annual leave may be advanced to the employee and will be subject to the following conditions:

(1) The amount of leave advanced may not exceed that which will be earned during the remainder of the leave year.

(2) There is a reasonable expectation that the employee will return to duty for a period of time sufficient to repay the advance.

(3) Employee has not been issued a Letter of Requirement for attendance issues within the past twelve (12) months

**f. Use or Lose Annual Leave.** Normally, employees may accumulate and carry over a maximum of two hundred and forty (240) hours of annual leave from one year to the next. Exceptions to this amount of carry-over are for Firefighters. Any annual leave to an employee's credit in excess of this two hundred and forty (240) hour maximum is known as Use or Lose Annual Leave. It is the employee's responsibility to monitor and request scheduling of use or lose annual leave. Use or lose annual leave should be scheduled in reasonable increments for use throughout the leave year. Under certain circumstance unused annual leave which would ordinarily be forfeited may be temporarily restored. To be considered for restoration, the annual leave must have been scheduled and approved, in writing, using appropriate leave request process (either the SF71 or SL DCA DA) at least three pay periods prior to the end of the leave year and subsequently denied due to administrative error, emergency of the Employer's business or employee illness. A new leave year begins with the first complete bi-weekly pay period in the calendar year.

g. Annual leave shall continue to be accrued and allocated in accordance with current Office of Personnel Management (OPM) Standards and Guidelines (5 CFR 630).

### **Section 3. Sick Leave and Family Leave.**

a. **Leave Entitlement.** The Employer shall grant sick leave in accordance with 5 CFR 630.401 to an employee when the employee:

- (1) Receives medical, dental, or optical examination or treatment;
- (2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) Provides care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth, or who receives medical, dental, or optical examination or treatment;
- (4) Provides care for a family member with a serious health condition;
- (5) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- (6) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease.
- (7) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow for the adoption to proceed.

b. **Family Medical Leave Act (FMLA).** Under the FMLA, most Federal employees are entitled to a total of up to twelve (12) workweeks of unpaid leave during any twelve (12)-month period for the following purposes:

- (1) The birth of a child of the employee and the care of such child;
- (2) The placement of a child with the employee for adoption or foster care;
- (3) The care of a spouse, son, daughter, or parent of the employee who has a serious health condition;
- (4) A serious health condition of the employee that makes the employee unable to perform the essential functions of their position.

For the purposes of this section, "family" means an individual with any of the following relationships to the employee: spouse and parents thereof ; sons and daughters and spouses thereof; parents and spouses thereof; brothers and sisters and spouses thereof; grandparents and grandchildren and spouses thereof; domestic partners, parents and children thereof; and any individual related by blood of affinity whose close association with the employee is equivalent to a family relationship.

c. Sick Leave for Family Care or Bereavement Purposes. The basic sick leave limit an employee may use for family care and bereavement each leave year is 104 hours for full time employees. Sick leave under this provision may be used for the following:

(1) Provide care for a family member who is incapacitated as a result of a physical or mental illness, injury, pregnancy, childbirth;

(2) For a medical, dental, or optical examination or treatment;

(3) Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

d. Medical Appointments. Request for absence for examination or treatment shall be given in advance and is subject to supervisory approval. If such request is denied, the supervisor will provide their reasoning for denial to the employee.

e. Call in Procedures for Unscheduled Sick Leave. If the illness or injury arises when the employee is not at work and the need to take leave would prevent reporting to work as scheduled, the employee must notify the supervisor by speaking with the supervisor, or if they are not available, leaving a voice message or email for them, at the earliest available opportunity, but no later one (1) hour prior to the beginning of the work shift. If due to the severity of the illness or injury the employee is prevented from personally contacting the work site, notification of the absence may be made by another person; however, in all instances the employee is responsible for assuring that notification is made. If the absence extends beyond the initial estimated period, the employee will provide notification on each day of absence following the same procedure unless the employee is hospitalized. The employee will submit a request for leave in accordance with applicable leave request procedures to the supervisor on the day they return to work.

f. On Duty Procedures for Unscheduled Sick Leave. If the illness arises while the employee is at work, the employee shall notify the supervisor and obtain the Employer's approval for sick leave.

g. Employee Certification. . In accordance with 5 C.F.R. 630.403, employees may be required to furnish a medical certificate to substantiate a request for approval of sick leave for an absence that exceeds three (3) consecutive workdays or for a lesser period. The employee will be given a reasonable time, but no more than fifteen (15) calendar days from the date of request to provide such Medical Certification. An additional 15 days may be allowed given special circumstances, not to exceed 30 days from the date of the initial request. In lieu of a medical certificate, the

Employee will normally be allowed to self-certify by submitting a signed statement explaining the nature of the absence.

**h. Voluntary Leave Transfer Program.** In accordance with applicable laws, regulations and statutes, an employee who has been affected by a medical emergency or serious health condition, has no sick leave accrued, and has exhausted all available sick and annual leave, may make written request to the Employer to become a leave recipient under the Leave Donor Program.

#### **Section 4. Excused Absence.**

a. Excused absence refers to an authorized absence from duty without loss of pay and without charge to other paid leave.

**b. Voting.** The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. Administratively excused time may be given to eligible employees to vote in National, State, or Municipal elections or referendums consistent with applicable Federal laws, rules and regulations. Employees desiring to vote in any election or referendum may be excused by their immediate supervisor as follows: where the polls are not open at least three (3) hours before or after an employee's regular working hours, the employee may be excused for whatever amount of time will permit reporting for duty three (3) hours after the polls open or to leave three (3) hours before the polls close, whichever requires less excused time.

**c. Blood Donation.** At the discretion of the appropriate supervisor in relation to workload considerations, eligible employees who volunteer to donate blood may be granted an excused absence to cover travel to and from the donation site, the actual donation of blood, and recovery (up to four (4) hours). This provision does not cover an employee who gives blood for their own use or receives compensation for giving blood. Employees are urged to request absence for blood donation at least three (3) calendar days in advance. If a request for absence is denied, the supervisor will inform the employee, when possible, of the approximate date a request may be granted. Should recuperation time beyond the four (4) hours be required, employees may be granted sick leave.

#### **Section 5. Court Leave.**

a. All employees have a civic responsibility to respond to calls for jury duty and other court services. Permanent and temporary full-time employees are entitled to court leave for jury service in accordance with Chapter 63, of Title 5 U.S. Code. If an employee is called for this civic duty, the employee shall notify the Employer promptly and present the summons for jury service directly to the supervisor. Upon completion of the service, the employee shall present to the Employer satisfactory evidence of time served on such duty, together with any jury fees received. Allowances received for transportation may be retained by the employee.

b. When an employee who has been granted court leave is excused from jury duty for one (1) day or even a substantial part of a day and in those cases where time and travel permit (normally two (2) hours or more) the employee shall be expected to return to duty or be charged annual leave or leave without pay for the time the employee would have been expected to work had the

employee returned to duty. Employees must obtain approval for annual leave/leave without pay from the immediate supervisor at the time they are excused from jury duty.

c. A night shift employee who performs court services during the day is entitled to the night shift differential.

d. When an employee is called as a Government witness to testify in an official capacity as a Federal employee, the employee is considered to be in an official duty status. The employee may not accept witness fees of any kind. An employee serving as a Government witness (Federal, State, or Local) in a non-official capacity will be granted court leave. Such employee will not accept witness fees. When an employee appears in court as a non-Government witness and not in the employee's official capacity, the absence from duty must be charged as either annual leave or leave without pay. Such employee is entitled to the usual fees and expenses. When an employee is subpoenaed to testify, in private litigation, in an official capacity, the employee will be considered to be in a duty status, and can retain reimbursement for actual expenses only. All witness fees and allowances will be collected in accordance with the DOD Financial Management Regulations. This provision will be applied with consistency to all other Articles of this Agreement.

#### Section 6. Military Leave.

a. In accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA), an employee on a permanent appointment or a temporary indefinite appointment, including all appointments exceeding one (1) year, who is a member of the Uniformed Military Services or National Guard shall be granted military leave in accordance with Federal rules, regulations, and laws for actual time spent performing military duty. Military leave under 5 U.S.C. 6323(a) is prorated for part-time career employees and employees on an uncommon tour of duty.

b. Office of Personnel Management regulations at 5 CFR 353.208 implementing the Uniformed Service Employment and Reemployment Rights Act (USERRA) state that an employee performing service with the uniformed services must be permitted, upon the employee's request, to use any accrued annual leave, military leave, earned compensatory time off for travel, leave without pay or accrued sick leave (consistent with the statutory and regulatory criteria for using sick leave), during such service. An employee is entitled to use annual leave, military leave, earned compensatory time off for travel, or sick leave intermittently with leave without pay while on active duty or active (reserve) duty training.

c. Employees should provide notice as far in advance as is reasonable under the circumstances. In regulations promulgated by the Department of Defense under USERRA, 32 CFR 104.6(a)(2)(i)(B), the Defense Department "strongly recommends that advance notice to civilian employees be provided at least 30 days prior to departure for uniformed service when it is feasible to do so."

Section 7. Leave Without Pay (LWOP). LWOP is a temporary non-pay status and absence from duty, which has been requested by the employee and approved by the Employer.

**a Employees have an entitlement to LWOP in the following situations with proper documentation and advance notification to the Employer:**

**(1) FM LA provides covered employees with an entitlement to a total of up to twelve (12) weeks of unpaid leave (LWOP), in accordance with Section 3.**

**(2) USERRA provides employees with an entitlement to LWOP when employment is interrupted by a period of service in the uniformed service.**

**(3) Executive Order 5396 provides that disabled veterans are entitled to LWOP for necessary medical treatment.**

**(4) Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.**

**b. Requests for LWOP may be approved in the following circumstances:**

**(1) To participate in study at an accredited institution of higher learning provided regulatory conditions and mission requirements are met.**

**(2) For up to twelve (12) weeks in addition to any other LWOP already used under FM LA when an employee has an illness or injury that would otherwise be covered with sick leave when the employee's annual and sick leave have been exhausted, and there is reasonable assurance the employee can and will return to work with the Employer at the end of the leave period.**

**c. An employee, at the employee's option, may substitute leave without pay for annual leave:**

**(1) For leave on an established religious holiday which occurs on a regularly scheduled workday of the employee;**

**(2) For leave granted in conjunction with death in the family, as defined in 5 C.F.R. 630.**

**Section 8. Funeral and Bereavement Leave. Employees will be granted administrative leave for up to three (3) consecutive workdays to arrange and attend the funeral of, or memorial service for, an immediate relative who died as a result of wounds, disease, or injury while serving as a member of the Armed Forces in a combat zone. Employees who are veterans may be excused up to four hours in any day to participate as active pallbearers or as members of firing squads or guard of honor in funeral ceremonies for members of the United States Armed Forces whose remains are returned from abroad for final interment in the United States.**

**Section 9. Holidays. The following will be observed as paid Federal holidays, consistent with applicable laws:**

**(1) New Years Day, January 1**

**(2) Martin Luther King Day, 3<sup>rd</sup> Monday of January**

- (3) President's Day, 3<sup>rd</sup> Monday in February
- (4) Memorial Day, Last Monday in May
- (5) Independence Day, July 4
- (6) Labor Day, 1<sup>st</sup> Monday in September
- (7) Columbus Day, 2<sup>nd</sup> Monday in October
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4<sup>th</sup> Thursday in November
- (10) Christmas Day, 25<sup>th</sup> December
- (11) Any other day proclaimed by Federal Law or Executive Order.

a For full time employees, if a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed the following Monday. This is referred to as an "in lieu of" holiday. Exception for firefighters is described below, section 3.

b. For full time employees working other than a Monday — Friday schedule, if a holiday falls on a regular weekly non-work day, other than the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately before that regular weekly non-work day. If a holiday falls on the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately after that regular weekly non-work day. This is referred to as an "in lieu of holiday. When a holiday falls on a non-work day of a part time employee, that employee is not entitled to an "in lieu of" day for that holiday.

c. Firefighters. In accordance with 5 CFR Section 550.1306 (a)--Holiday Pay, firefighters are not covered by the normal holiday pay rules. By law, firefighters are expressly barred from receiving holiday premium pay for working on a holiday; instead, they are paid at their normal rate. To receive pay for hours during a regular tour of duty that fall on a holiday, the firefighter must (1) perform work, (2) use accrued annual or sick leave (as appropriate), or (3) be granted paid excused absence (without charge to leave) at the agency's discretion.

## ARTICLE 11

### POSITION DESCRIPTION AND CLASSIFICATION

**Section 1.** The position description (PD) is a written record of the basic duties and responsibilities, physical requirements and supervisory relationships assigned to a position and comprises the work assigned to an employee. The position description shall clearly state the work to be performed. The position description does not describe every duty the employee will be expected to perform; it merely describes the major duties and responsibilities. Minor duties may be omitted from the position description or covered by a brief statement showing that minor duties may be performed. The inclusion or exclusion of a duty or set of duties in a position description does not limit duties that may otherwise be assigned to an employee; the description should be amended, however, when undescribed assigned duties become regular or significant.

**Section 2.** The Employer agrees that all position descriptions will be reviewed, between an employee and supervisor, on an annual basis to ensure that they are properly described and classified. It is agreed that the Employer will notify employees of the annual position review and of their right to review the position description and comment on their accuracy. Significant changes in duties, new classification standards, and other requirements could necessitate the reclassification of positions. An employee will be provided a copy of the position description upon reporting for duty in the position and within thirty (30) days when changes are made in the position description.

**Section 3.** An employee may initiate a request to review their position description with their immediate supervisor if they feel there are significant aspects of duty assignments believed not to be covered by the official position description or significant aspects of the position description not being performed. The supervisor will meet with the employee within thirty (30) calendar days of the request. If the supervisor agrees that material differences exist, arrangements may be made for preparing a new position description or preparing an amendment to the current position description as soon as practicable. When the supervisor indicates the position description accurately describes the duties assigned, a dissatisfied employee may appeal the classification (pay plan, series and grade level) of the position. General Schedule (GS) employees may appeal the classification of their position, (the title, series, and grade) to DOD or OPM. Federal Wage System (FWS) employees must appeal first to DOD and then may appeal to OPM. Classification appeal decisions will determine the proper title, series, and grade of the position. Further information about filing a classification appeal may be obtained from the Servicing Human Resources Office.

**Section 4.** If an employee wishes to appeal, that employee may personally file a classification appeal or designate, in writing, a representative to assist in the preparation and presentation of the appeal subject to the requirements of 5 CFR 511.608.

**Section 5.** Where the classification of a position results in the reduction in grade of an employee, the employee may file a grievance through the negotiated grievance procedure or file an appeal through the Merit System Protection Board (MSPB), but not both.

## ARTICLE 12

### SAFETY, HEALTH, AND WORKING CONDITIONS

**Section 1.** The Employer agrees to provide safe and healthful working conditions taking into account the mission of the Agency and the inherent hazards of the job performed. Employees will be provided notification of any known unsafe or hazardous working conditions. Employees are encouraged to bring to management's attention any known unsafe work practices, equipment, or conditions without fear of penalty or reprisal.

**Section 2.** **Tobacco Use.** It is agreed that the employee's use of tobacco products will be limited to authorized areas.

**Section 3.** No employee shall be required to work in or about areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices. Any personal protective equipment and safety devices required by the employer to be worn or carried shall be provided by and paid for by the Employer.

**Section 4.** The Employer agrees to provide orientation training for all employees whose duties include working in or around areas or buildings whose contents have a potential radioactive risk, contain potentially hazardous or unstable chemicals or munitions, or otherwise contain material that is or could be potentially hazardous to human health and safety.

**Section 5.** When Employees are assigned to work posts where no facilities are available for securing water and taking care of sanitation needs, the Employer shall make appropriate arrangements to accommodate the Employee's needs. All existing facilities and accommodations must be maintained in a safe and sanitary condition by the Employer.

**Section 6.** Health and Safety Inspections. The Union will be notified of formal Health and Safety Inspection performed by an outside Agency and will be afforded the opportunity to participate.

**Section 7.** Employees who are required to don and doff uniforms, equipment, gear, personal protective gear, and other items and/or accessories of the uniform, shall be provided with a private and sanitary location to do so.

**Section 8.** Health and Safety. The Employer and the Union agree to work together in mutual interest for the health and safety of all employees. Employees are encouraged to report hazardous and unsafe working conditions to the employer. Notwithstanding, if an employee feels that any work place conditions are affecting their health or safety, they have the right to file a Health Hazard Evaluation through OSHA. Provided the employer does not adhere to make every effort possible to limit exposure to health and safety risks, the employee has the right without recourse or reprimand to file a complaint with OSHA. Additionally, an employee who feels that they have been injured on the job or have incurred an illness due to work place hazards has the right to file a claim under workers compensation procedures, as described in Article 20 of this CBA.

## ARTICLE 13

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Parties agree to affirmatively support a policy of equal employment opportunity with regard to conditions of employment. The Employer agrees to fully comply with all laws, rules and regulations of higher authority that relate to EEO matters.

**Section 2.** The Employer agrees to provide all employees a work atmosphere free from all forms of illegal discrimination.

**Section 3.** Any employee who believes that they have been discriminated based on protected class status, including race, color, national origin, religion, sex, gender, or disability may file one, but not more than one, of the following:

- a. A grievance pursuant to the provisions of this Agreement utilizing Alternative Discipline Resolution (ADR), i.e., mediation, or the traditional grievance steps;
- b. A complaint of discrimination with the Agency utilizing the traditional complaint process (such as EEO complaint or ADR);
- c. An appeal to the Merit Systems Protection Board (MSPB) where an action is otherwise appealable to the Board and the employee alleges the basis for the action was discrimination.

**Section 4.** The employee shall be deemed to have elected an avenue of redress as outlined in this Section at such time as the employee files a written grievance; a formal complaint of discrimination; or a written MSPB appeal.

**Section 5.** Employees are encouraged, but not required, to consult an Equal Employment Opportunity Counselor under this Agreement when employee believes discrimination or harassment has occurred.

**Section 6.** If the employee elects to file a complaint of discrimination or an appeal to MSPB, the employee is entitled to a representative of their choice, including an attorney, a Union representative, or other representative per the regulations covering representation in the chosen arena.

## **ARTICLE 14**

### **REDUCTION-IN-FORCE (RIF) AND TRANSFER OF FUNCTION (TOF)**

**Section 1.** All reductions-in-force (RIF) and transfers of function (TOF) will be carried out in accordance with 5 CFR part 351 and other applicable laws and regulations.

**Section 2.** When it is anticipated that a RIF or TOF affecting unit employees will be necessary, the Union will be given preliminary notification that a RIF will be implemented at least 21 (twenty one) calendar days prior to notice being issued to employees. This notification will be given as far in advance as practicable but no less than the time frame outlined in this Section and will include the reason for the action, the approximate number of unit employees initially affected, identification of unit employees affected, and the anticipated effective date of the action.

**Section 3.** The Union may be offered the right to provide its assistance in communicating to employees the reason(s) for the RIF/TOF.

**Section 4.** The Employer agrees to give specific notice per applicable regulations of a RIF/TOF to affected employees before the effective date. The Employer shall make available information needed by the employees to fully understand the RIF and why they are affected, specifically:

- a. The specific reduction-in-force action to be taken;
- b. The effective date of the action;
- c. The employee's competitive area, competitive level, subgroup, and service date;
- d. The place where the employee may inspect the regulations and pertinent records;
- e. The reasons for retaining a lower standing employee in the same competitive level for more than thirty (30) calendar days because of a temporary exception;
- f. Grade and pay retention information; and
- g. The employees' grievance or appeal rights

**Section 5.** Upon receipt of preliminary written notification of anticipated RIF or TOF affecting bargaining unit employees, the Union may, within ten (10) calendar days of such notification, request negotiations concerning procedures for implementation of the action and/or appropriate arrangements for unit employees adversely affected by the action. Such negotiations, if requested, shall commence within ten (10) working days of the Union's request.

**Section 6.** Upon request, the Union President, or their designated representative, will be given an opportunity to review retention registers relative to a RIF affecting unit employees.

**Section 7.** Unit employees affected by a RIF or TOF will be given an opportunity to receive counseling on the proposed action and their rights and benefits pertaining thereto.

**Section 8.** The Employer will refer employees adversely affected by RIF to transition services, to include assistance with resume preparation and employment application filing procedures.

**Section 9.** If eligible, career or career-conditional employees separated as a result of RIF will be registered in available priority placement programs, e.g. PPP, RPL, and such employees will be given preference for re-employment per applicable regulations.

**Section 10.** The Employer will consider a waiver of qualification to a vacant position by an adversely affected employee, provided that the Employer determines that the employee could perform the duties of such positions without undue interruption in accordance with applicable provisions of 5 CFR 351.

**Section 11.** The Employer agrees to authorize travel and transportation expenses for bargaining unit employees placed in positions outside the commuting area of their current position as a

result of a RIF or transfer of function, as permissive with Joint Federal Travel Regulation and any other applicable laws.

**Section 12.** Upon request, the Union will be afforded the opportunity to review a sanitized copy of pertinent retention registers. An employee who received a RIF notice will be permitted to review the retention list upon which their name appears, the number of employees who may replace them, and the number of employees whom they may replace. The employee may be accompanied by a Union representative if they so desire.

## ARTICLE 15

### DRUG FREE WORKPLACE PROGRAM

**Section 1.** The Parties fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace.

**Section 2.** The Employer agrees that administration of its Drug Free Workplace Program will be done in compliance with all applicable laws, rules, and regulations, and court decisions including Departments of Defense and Navy rules and regulations. For purposes of this agreement, the term "rule or regulation" shall also mean those rules or regulations of authorities outside of the Agency, such as the Office of Personnel Management, the Department of Health and Human Services, and other government-wide regulations.

**Section 3.** The Employer's Drug Free Workplace Program provides for random drug testing of employees occupying Testing Designated Positions (TDPs). Under certain circumstances, any employee may be required to undergo drug testing when management has a reasonable suspicion an employee is using illegal drugs; using illegal drugs on-duty; performing work while drug-impaired; after an accident where significant damage to property has occurred; or to follow up on an employee's rehabilitation program. A positive finding or any refusal of a drug test will result in an adverse action.

**Section 4.** All employees occupying a TDP will be notified of the requirement that they undergo random drug testing.

**Section 5. Right to Retest.** In accordance with DON CH RM Subchapter 792 and the DON Drug Free Workplace Program Handbook, donors may request the laboratory retest the same positive specimens. The reanalysis by gas chromatography/mass spectrometry is not subject to a specific cut-off requirement but must provide data sufficient to confirm the presence of the drug or metabolite. The DON Drug Program Manager will make a determination regarding any retest inconsistencies.

## ARTICLE 16

### CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

**Section 1.** The Civilian Employee Assistance Program (CEAP) is available to employees and their families. The CEAP is a confidential and professional referral and counseling service covering such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and post-traumatic reactions.

**Section 2.** The Employer agrees to make available assistance to any employee who seeks assistance under the Employer's established program and to recommend such assistance that may be of benefit to the employee. Unless prior approval is obtained from the employee, records of personal information discussed with a program counselor will be considered confidential. Leave status for assistance will be determined depending on the nature and extent of the situation.

## ARTICLE 17

### WORK SCHEDULE, HOURS OF WORK, AND SHIFT ASSIGNMENTS

**Section 1.** Standard Work Schedule. The basic administrative workweek, except for Police and Firefighter functional areas, is the calendar week of Sunday through Saturday. The basic workweek consists of forty (40) hours normally scheduled from Monday through Friday. The basic workday is scheduled over an eight (8) and one half (1/2) hour shift that consists of eight (8) hours of work and a half (1/2) hour lunch period. An employee's work schedule including starting and quitting times will be established by the Employer. The Employer may take into consideration an employee's desires and needs when assigning a shift start time and will do so in a reasonable manner when determining shift start times.

**Section 2.** Breaks for Non-Emergency First Responders. Employees under this section shall be allowed one (1) rest break of fifteen (15) minutes for every four (4) hours worked. An Employee, whose rest break is delayed due to legitimate work requirements as determined by their immediate supervisor, will be allowed that break as soon as possible thereafter. Additionally, such rest and meal period cannot be accumulated to be used to leave early or come in late, unless agreed to by the Employee and the Supervisor.

**Section 3.** Full-time employees shall be granted, on a non-paid basis, a meal period each day. Normally, this will be scheduled at or near the mid-point of the shift or tour of duty. The meal period may be up to one hour, provided that employees account for the entire work requirement for the day. Appropriate break rooms with necessary accommodation (tables, microwaves, refrigerators) will be provided and accessible to all employees. When a normal, scheduled meal period is not feasible within a shift, a thirty minute working meal shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain at

the work site.

**Section 4. Global Changes.** Management will notify the union before initiating any non-emergency global schedule changes involving all members of the bargaining unit or a majority of the personnel on any given shift. Such I & I negotiations will take place in accordance with Article 9 of this CBA.

**Section 5. Police Officers.** The Parties agree work schedules will encompass a twenty four (24) hour day, seven (7) days a week operation.

**a Police Officer Meal Periods.** A Police Officer/Guard is entitled to compensation for meal periods if the officer/guard's time or attention is taken up principally by official responsibilities that prevent the officer/guard from comfortably and adequately passing the mealtime. Subject to supervisory approval, someone on shift may be authorized to download and conduct an off installation food run for on shift personnel.

**b. Police Officer Breaks.** Specific breaks at a pre-designated time are not scheduled due to the operational nature of the job. Eating a small snack and drinking is allowed on post if workload permits, but must be out of public view. This includes buildings with one-way windows. Smoking is not allowed on post. If an employee requires a smoke break, he/she must be properly relieved by a qualified officer, and the smoke break must be in a designated area. The supervisor will make every effort to rotate personnel assigned to fixed posts every three hours or allow a break, when requested, every four hours if the individual(s) are required to stay on post. If a police officer requires a break for a personal phone call, he/she must be relieved, if necessary, by a qualified officer. No personal cell phones will be used while standing a gate/post. Personal cell phones are not authorized to be worn on the uniform.

**c. Donning and Doffing Police Gear.** Police Officers are allotted up to 10 minutes of time on the clock to don and doff their protective gear. Protective gear will be donned/doffed in a timely manner not to exceed 10 minutes. For the purpose of donning and doffing, protective gear consists of the second chance vest and duty belt. Police Officers are required to report to their place of work (Building 10 at Seal Beach or Building 41 in Falbrook) in the prescribed uniform at the start of their prescribed work shift. Police Officers are required to be in line to draw their weapons with protective gear donned no later than 10 minutes after the start of their paid work shift."

**d. Shift Assignments.** New hires, both Navy Security Forces and Department of Navy Police, at the conclusion of initial training, will be tentatively assigned to a vacancy on a shift. Before the new hire reports their assignment, employees with seniority based on service compensation date (SCD) for pay will be afforded the opportunity to apply for any open assignment. Employees with the desire to change their work site shift must submit a written request to their appropriate supervisor.

**e. Individual Shift Changes.** In connection with individual shift changes, supervisors will inform the affected employee(s) at least fourteen (14) calendar days prior to the implementation date. Whenever practical, management will solicit volunteers to effect necessary changes. If a

voluntary resolution is not possible, management will give consideration to accommodating individuals with long term personal commitments such as college classes, etc. If more Employees volunteer than needed, volunteers will be selected based on seniority (SCD). Before effecting a shift change to provide training, management will consult with the employee regarding the possibility of a temporary work schedule change to provide the necessary training. The Employer agrees to make reasonable attempts to limit individual movement for training. Salary and premium pay shall be paid in accordance with the shift assigned and applicable laws and regulations.

f. **Trading of Shifts.** It is understood and mutually agreed to by the Parties that trading of shifts between unit employees to substitute for one another on regularly scheduled tours of duty in order to permit an employee to be absent from work to attend to personal pursuits will be permitted. The following criteria are to be met for trading of shifts:

(1) The trading of shifts is voluntarily arranged by the employees participating in the program and subject to prior approval of the Employer. Trading shifts under this Section must occur within the same pay period and will not result in the payment of overtime or the accumulation of compensatory hours of work for either employee.

(2) The reason for trading of shifts is due not to the Employer's business operations, but to the employee's desire to attend to personal matters. Trading of shifts must be submitted in writing.

(3) It is understood that since the exchange of shifts is voluntary between the employees who trade, if, as a result of an exchange or a proposed change between two employees, the employees disagree with each other regarding the terms of the exchange, those employees must resolve the disagreement by themselves. This does not preclude the Employer from taking other courses of action as appropriate.

(4) The trading of shifts may not result in an employee working back-to-back shifts.

**Section 6. Firefighters.** Firefighter work schedules and compensation are in accordance with OPM, DOD and DON policy and compensation.

## ARTICLE 18

### ALTERNATIVE WORK SCHEDULE

**Section 1. Alternative Work Schedule.** The parties recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public. Therefore, all alternative work schedules in this Agreement may be made generally available to employees in the bargaining unit. Alternative work schedules will need to be reviewed with the employee and their supervisor, for a determination to be made on which, if any AWS can be supported.

AWS and FWS programs have the potential to enable management to meet their goals while allowing employees to be more flexible in scheduling their personal activities.

**Section 2. General Provisions.**

a The administrative workweek will be a period of seven consecutive calendar days beginning on Sunday.

b. The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic workweek for certain employees. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations

c. An employee's workweek shall not extend over more than five (5) days of the period Sunday through Saturday unless an emergency.

d. The core hours for regular day shifts will be 10:00am to 2:00pm. There will be core hours on 3 days each week.

e. Employees have the right to work a regular schedule (established 8 hour day, Monday-Fri day). All employees that are on a current schedule can continue unless they choose to submit paper work requesting a change.

**Section 3. Types of AWS Offered.** All eligible employees may work one of the following alternative work schedule options (flexible and compressed) to fulfill their basic work requirement:

a **Flexitour.** Employees working a flexitour are required to work during the core hours established each day. They may choose starting and quitting times within the period. They will work eight (8) hours each work day, for a total of 80 hours each biweekly pay period, exclusive of the meal period. An example of a flexitour is when one employee works 8:00 am. to 5:00 p.m. each day, while a coworker works 8:15 to 5:15 each day.

b. **Gliding schedule.** Employees working the gliding schedule are required to work during the core hours established in each day. They may choose starting and quitting times within the period. They may choose different starting and quitting times for each day in their tour of duty. They will work eight (8) hours each work day, for a total of 80 hours each biweekly pay period, exclusive of the meal period.

c. **Variable Day Schedule.** Employees working the variable day schedule have a basic work requirement of 40 hours in each week of the biweekly pay period. They are required to work during the core hours, each work day. They may choose a different starting time and quitting time for each workday within the period, and they may vary the number of hours worked each workday, working between six (6) and twelve (12) hours on any given workday, exclusive of the meal period.

**d. Variable Week Schedule.** Employees working the Variable Week Schedule have a basic work requirement of 80 hours in each biweekly pay period. They are required to work during the core hours, each work day. They may choose a different starting time and quitting time for each workday within the period, and they may vary the number of hours worked each workday, and/or workweek, working between six (6) and twelve (12) hours on any given workday, and between 20 and 60 hours each workweek, exclusive of the meal period

**e. Maxiflex Schedule.** Employees working the maxiflex schedule are required to work during the core hours at least 3 days each week. They vary the number of hours worked on a work day or in a work week, provided they have a total of 80 hours each biweekly pay period, exclusive of the meal period.

**f. 5/4-9 schedule** is a type of compressed work schedule in which a full-time employee works eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period, exclusive of the meal period. Part time employees will fulfill their work requirement, as established in their appointment, over a 9-day biweekly pay period. The Parties will negotiate the number of hours a part time employee must work each day, based on the particular part time appointment.

**g. 4-10 schedule** is a type of compressed work schedule in which a full time employee works 10 hours a day, 40 hours a week and 80 hours a biweekly pay period, exclusive of the meal period. Part time employees will fulfill their work requirement, as established in their appointment, over a 9-day biweekly pay period. The Parties will negotiate the number of hours a part time employee must work each day, based on the particular part time appointment.

#### **Section 4. Requests for Alternative Work Schedules.**

**a** Employees may request to change their schedules on a quarterly basis. Employees will have the option prior to the beginning of any calendar quarter (January, April, July, October) to request an alternative work schedule. Requests must be submitted no later than two weeks prior to the first workday of that calendar quarter.

**b.** An employee who requests a flexible work schedule must indicate which schedule he or she is requesting — either flexitour, gliding schedule, variable day, variable week, or maxiflex. Employees who request flexible schedules must select starting and stopping times within the flexible time bands provided.

**c.** An employee who requests a compressed work schedule must indicate which schedule he or she is requesting, which day(s) is (are) requested as the non-workday(s), and in the case of the 5/4-9 schedule, which day is requested to be the eight-hour day. The employee must also select a starting and stopping time within the arrival and departure time bands. Once these times have been selected and approved, the employee will not be allowed to vary these times until a new request is submitted and approved (at the calendar quarter).

**d.** An employee must submit all request for a change in their work schedule in writing and it must be submitted to their immediate supervisor. Processing and approving work schedule

request or changes to work schedule will be approved or denied within 14 calendar days of receiving said request.

**Section 5.** Employees who work a flexible work schedule may be allowed to "flex out and in" during the workday, subject to supervisory approval. The employee must work the required number of hours each workday. Therefore, if a combination of an employee's starting time and the amount of time the employee is away from the worksite precludes the completion of a full workday prior to the completion of the Agency's latest departure time, the employee will be placed in the appropriate leave category at his/her request.

**Section 6.** Employees on a FWS may be ordered to work hours that are in excess of the number of hours planned to work on a specific day. If the hours ordered to be worked are not in excess of 8 hours in a day or 40 hours in a week at the time they are performed, the employee may, at his or her choosing:

a. Take time off from work on a subsequent workday for a period of time equal to the number of extra hours of work ordered;

b. Complete his or her basic work requirement as scheduled and count the extra hours of work ordered as credit hours or

c. Complete his or her basic work requirement as scheduled. This will result in the employee being entitled to be compensated at the rate of basic pay for any hours of work equal to or less than 8 hours in a day or 40 hours in a week. The employee also would be entitled to overtime pay for hours of work ordered in excess of 8 hours in a day or 40 hours in a week, in accordance with Article 19, Overtime.

**Section 7.** If a supervisor denies a request for an established alternative work schedule or proposes to terminate an individual employee's participation in an alternative work schedule, he or she will notify the employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the employee. The supervisor may deny an employee's request for or propose to terminate an employee's participation in a particular alternative work schedule if the supervisor determines that the employee's participation could negatively impact the work unit's coverage requirements or the need to respond to the public. Denials of requests to work alternative work schedules will not be arbitrary or capricious. An employee may challenge a supervisor's denial as set forth in the Grievance Procedure.

**Section 8.** Temporary Suspension of Alternative Work Schedules. Occasions may arise when alternative work schedules must be temporarily suspended as a result of unusual workload or operational demands. The Agency shall make every reasonable effort to avoid suspension of an employee's participation in these work schedules. If the circumstances requiring a suspension permit, the Agency will provide the union and employee with advance notice of at least 14 calendar days. The Agency will limit the suspension to as short a time frame as necessary to meet the workload or operational demands. If an employee's flexible work arrangement is suspended, it will automatically be restored as soon as possible after the reason for the suspension needs have been met. For the purposes of this Agreement, "temporarily suspend" is

**defined** as a period of 28 days or 2 pay periods. If the Agency believes that the "temporary suspension" will extend past this period, prior to the end of the period, and any subsequent periods, the Agency will notify the union and the employee. Alternative work schedules cannot be suspended for an indefinite period. Decisions on temporary suspension of AWS for any employee will not be arbitrary or capricious.

**Section 9. Terminating Alternative Work Schedules.** If the head of the **Agency** finds that a particular **AWS** schedule has had an "adverse Agency impact," as defined in 5 U.S.C. 6131 (b), the Agency must promptly provide notice to the Union of its desire to reopen the Agreement to seek its termination. Upon demand by the Union, the Parties will then negotiate over the Agency's proposal. If an impasse results, the dispute will go to the Federal Service Impasses Panel, which will determine within 60 days whether the Agency's determination is supported by evidence. The AWS schedule may not be terminated until agreement is reached or the Panel acts.

**Section 10. Temporary Assignments and AWS Schedules.** Employees temporarily assigned to other parts of the organization within the bargaining unit will continue working under their AWS schedule.

## ARTICLE 19

### OVERTIME PROCEDURES AND COMPENSATORY TIME

**Section 1. Overtime.** Overtime for "non-exempt" employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement. Overtime for "exempt" employees is governed by 5 USC 5542 (Title 5 Overtime) and this Agreement.

a All bargaining unit positions will be determined to be FLSA "exempt" or "non-exempt" at the time the position is classified. When classification actions are performed and results in a change to the FLSA determination, the changed FLSA determination for the affected employees will be made available to the employees and the Union within 10 calendar days of the classification decision.

b. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 U.S.C. 5542, and other applicable statutes, and government-wide regulations, and provisions of this Agreement. When a given work situation is covered by the FLSA and another statutory procedure, the employee will receive the more favorable treatment.

c. Overtime will not be distributed, or withheld as a reward or penalty. When overtime is required it will be posted as soon as it is known to the agency.

**Section 2. Overtime Pay.** Overtime pay for FLSA exempt employees is equal to one and one half times the employee's hourly rate of pay. However, if the employee's rate of pay exceeds the

minimum applicable rate for a GS-10 (i.e., GS-10, step 1), including any applicable special rate of pay for law enforcement officers or special pay adjustment for law enforcement officers, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:

a 1 1/2 times the applicable minimum hourly rate of basic pay for GS— 10; or

b. The employee's hourly rate of basic pay.

### Section 3. Types of Overtime.

**a Regular Overtime.** Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for every minute of regular overtime work in accordance with the provisions of OPM regulations

(1) Any employee covered under a flexible work schedule program may request compensatory time off in lieu of overtime premium pay for regular overtime work. Employees not covered by a flexible work schedule program must receive overtime pay for regular overtime work or may accept compensatory time if offered by management. Compensatory time in lieu of overtime is subject to supervisory approval.

**b. Irregular or Occasional Overtime.** Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's option, the employee may receive compensatory time off in lieu of overtime premium pay. A quarter of an hour shall be the largest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full quarter fraction of an hour.

**Section 4. Call Back.** Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site. In call back overtime situations, the employee will be paid a minimum of two hours of overtime.

### Section 5. Overtime Distribution.

a Employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime work, the Agency has the right to direct overtime. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

b. Overtime rosters will be established at the level of the immediate supervisor, when there are two or more employees with same skill set and grade, prior to overtime being worked. All employees performing the same or similar duties on a regular basis are to be included on the same overtime roster, and are to be listed in order of their service computation date (from most to least senior). The overtime rosters will be made available to the employees on the roster.

(1) One roster for each job category will be maintained and labeled "voluntary overtime," and another for each job category will be maintained and labeled "mandatory overtime."

(2) If needed, another roster will be maintained and labeled "callback overtime." If a sufficient number of employees volunteer for the callback roster, it will include only the volunteers (listed in order of service computation date from most to least senior). Otherwise, the callback roster will include all employees eligible for the callback assignment (beginning with volunteers, from most to least senior service computation date and followed by non-volunteers from least to most senior service computation date). The first assignment under any of the above rosters will be made to the first names on the roster.

c. For all hours of overtime or compensatory time declined. These hours shall be counted as overtime hours worked, equal to the number of hours actually performed by the person who accepted the overtime in considering fair distribution of overtime hours.

d. If an employee is detailed or otherwise temporarily assigned outside of his or her supervisor's work unit, the employee shall still be considered available for overtime assignment under the losing supervisor's overtime roster for the duration of such temporary assignment; provided that the employee is reasonably able to be present for the overtime assignment.

e. Supervisors may skip someone on the roster when it is determined that the particular employee does not possess all the qualifications to perform the particular overtime assignment. In such cases, the employee retains his or her position on the roster for the next assignment.

**Section 6. Records.** Rosters of overtime will record overtime offered, worked, or declined, and will be maintained for one year.

**Section 7. Impact on Leave.** Leave usage or balance will not be a factor in offering or assigning employees overtime. However, employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for emergencies. Overtime in conjunction with leave usage in the same pay period is permitted.

**Section 8. Compensatory Time in Lieu of Overtime Pay.** Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. The following pertain to such compensation for overtime work:

**a FLSA Non-Exempt Employees.** The Agency will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the

Agency may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Agency will consider employee requests for compensatory time off in lieu of overtime pay.

**b. FLSA Exempt Employees.**

(1) Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if the Agency does not approve that request, the employee is entitled to compensation in accordance with Section 3, b above.

(2) The Agency may require that employees whose rate of pay exceeds the maximum rate for GS-10 (i.e. Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.

(3) The Agency may announce in advance of offering overtime that it will only compensate employees with compensatory time and that overtime pay will not be available. In that case, an employee described in subsection 1 above may decline the offer of overtime. Such declination will not be held against the employee and the declination will not affect eligibility for future offers of overtime.

(4) Compensatory time earned normally will be used within 26 pay periods. All compensatory time not scheduled and used by the employee by the end of the year will be converted to **overtime pay**, computed using the employee's rate of pay as of the when the overtime pay was earned.

**Section 9. Stand by Duty.** In accordance with 5 CFR 551.431, an employee will be considered on duty and time spent on standby shall be considered hours of work if :

a The employee is restricted to the Agency's premises, or so close thereto that the employee cannot use the time effectively for his/her own purposes; or

b. The employee, although not restricted to the Agency's premises:

(1) Is restricted to his/her living quarters or designated post of duty;

(2) Has his/her activities substantially limited; and

(3) Is required to remain in a state of readiness to perform work.

Employees are compensated on an annual basis for being in a standby status in accordance with OPM regulations

**Section 10. On-Call.** In accordance with 5 CFR 551.431, an employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

a The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable call-back radius; or

b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

**Section 11. Compensation for Time Spent in Travel.**

**a Non-Exempt Employees.** Consistent with 5 USC 551.422, time spent traveling For FLSA Non-Exempt Employees will be considered hours of work, and thus compensable, if :

(1) The employee is required to travel during regular working hours;

(2) The employee is required to drive a vehicle or perform other work while traveling;

(3) The employee is required to travel as a passenger on a one-day assignment away from the official duty station; or

(4) The employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworking days that correspond to the employee's regular working hours.

An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work.

b. An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the agency, shall be credited with the lesser of:

(1) The actual travel time which is hours of work under this section; or

(2) The estimated travel time which would have been considered hours of work under this section had the employee used the mode of transportation offered by the agency, or traveled at the time selected by the agency.

c. An agency may prescribe a mileage radius of not greater than 50 miles to determine whether an employee's travel is within or outside the limits of the employee's official duty station for determining entitlement to overtime pay for travel under this section. However, an agency's definition of an employee's official duty station for determining overtime pay for travel may not

be smaller than the definition of "official station and post of duty" under the Federal **Travel Regulation issued by the General Services Administration (41 CFR 301-1.3(c)(4))**.

**d. Time Spent in Travel for FLSA Exempt Employees.** Time spent on official travel during non-working hours (i.e., hours outside the scheduled tour of duty for leave purposes) is not considered hours of work for overtime purposes under this article. Credit for official travel during non-working hours is provided only through compensatory time off for travel. The employer shall credit an employee, on an hour-for-hour basis, with compensatory time off for time in a travel status if :

- (1) The employee is required to travel away from the official worksite; and
- (2) The travel time is not otherwise compensable hours of work.

**e. FLSA Exempt/Non-Exempt Employees.** All employees will be compensated for travel in accordance with the Fair Labor Standards Acts, the Joint Travel Federal Regulations, and applicable Office of Personnel Management regulations and procedures.

**Section 12. Compensatory Time for Religious Observances.** To the extent that modifications in work schedules do not interfere with the efficient accomplishment of an agency's mission, an employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative work hours so that the employee can meet the religious obligation. The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay).

**a Approval.** The Employer will require employees to submit a written request for an adjusted work schedule in advance. An employee should specifically state that his or her request for an adjusted work schedule is for religious purposes and should provide acceptable documentation of the need to abstain from work. When deciding whether an employees' request for an adjusted work schedule should be approved, a supervisor should not make any judgment about the employees' religious beliefs or his or her affiliation with a religious organization. A supervisor may disapprove an employees' request if modifications of an employees work schedule would interfere with the efficient accomplishment of the agency's mission. If an employee's request is approved, a supervisor may determine whether the alternative work hours will be scheduled before or after the religious observance.

**b. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency's mission, the Agency will afford the employee the opportunity to work compensatory time and will grant compensatory time off to an employee requesting such time off for religious observances.**

**c. The employee may work such compensatory time before or after the grant of compensatory time off. Compensatory time will be credited to an employee on an hour to hour basis or authorized fractions thereof (15 minutes).**

d. If an employee is absent when he or she is scheduled to perform work to make up for a planned absence for a religious observance, the employee must take paid leave, request leave without pay, or be charged absent without leave, if appropriate. These are the same options that apply to any other absence from an employees' basic work schedule.

**Section 13.** The Union may consult with the designated agency representative concerning the assignment of overtime in an effort to keep the overtime work equal among all Employees in a practicable manner. Supervisors will not assign overtime work to Employees as a reward or penalty. The Employer will maintain an overtime record that the Union may review, upon request.

**Section 14.** The Employer will make an effort to give Employees as much notice as possible when overtime is required. In cases of unscheduled overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements of the Employer. Notification for planned overtime work will be made at least seventy-two (72) hours in advance.

## ARTICLE 20

### MERIT PROMOTION

**Section 1. Purpose.** The provisions of this Article apply to all Unit positions. The purpose and intent of this Article are to ensure that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria. The Employer reserves the right to use all available recruitment sources, one of which is Merit Promotion. The Employer has the right to select or not to select from among a group of properly certified candidates, including the right to non-select all candidates. The Employer also has the right to select from other appropriate sources, such as re-employment priority lists, reinstatement, transfer, handicapped, or Veteran Recruitment Act eligible or those within reach on an appropriate OPM certificate.

**Section 2. Actions Covered By Competitive Merit Promotion Procedures.** In accordance with 5 CFR 335.103, competitive merit promotion procedures will apply to the following types of personnel actions:

- a Promotions, except those listed in Section 3.0 of this Article.
- b. Temporary promotions for more than 120 calendar days
- c. Details over 120 calendar days to higher graded positions or to positions with known promotion potential greater than the employee's present position.
- d. Selection for training required for promotion.

- e. Selection for positions that provide specialized experience needed for promotion.
- f. Reassignment or demotion to a position with greater promotion potential than the position last held. Exceptions are actions permitted by reduction-in-force regulations and reassignment of an intern or trainee as part of the training and development plan.
- g. Transfer to a higher-grade position never previously held.
- h. Reinstatement to a permanent or temporary position at a higher grade level than previously held in a non-temporary position in the competitive service.

**Section 3. Actions not Covered by Competitive Procedures.** In accordance with 5 CFR 335.103, competitive procedures will not apply to the following personnel actions which are exceptions to Section 2.0 above:

**a Career Ladder Promotions.** Career ladder promotions are permitted when an employee is appointed or assigned to any grade level below the established full performance level of the position (i.e. the position has a documented career ladder and promotion potential). These promotions may be made non-competitively for any employee who entered the career ladder by:

- (1) Competitive procedures;
- (2) Competitive appointment from a certificate of eligible's (through OPM or delegated examining authority); or
- (3) Non-competitive appointment under special authority; e.g. conversion of Pathway Program students or interns, appointment of former ACTION Volunteers or Peace Corps personnel (must clear ICTAP through an announcement), conversion of a Veterans Readjustment Act (VRA) appointee and Presidential Management Fellows.

**b. Promotion Based on Reclassification when:**

- (1) No significant change occurs in the duties or responsibilities of the position and the position is upgraded due to issuance of a new classification standard, an updated Agency-wide classification policy or the correction of a classification error; or
- (2) The position is upgraded due to accretion of additional duties and responsibilities and the following provisions are met:
  - (a) The major duties of the employee's old position are absorbed into the new position, and the former position is canceled. The new position is classified at a higher grade due to the addition of higher grade duties directly related to the primary purpose of the former position.
  - (b) The new position has no promotion potential;

(c) The additional duties and responsibilities assigned or accrued by the incumbent do not adversely affect or impact another encumbered position in the unit; and

c. Permanent Promotion to a position held under a temporary promotion when:

(1) The selection for the temporary promotion was originally made under competitive procedures; and

(2) It was known to all competitors at the time the temporary promotion was announced that the assignment may lead to a permanent position.

d. Temporary Promotion: of an employee for less than one hundred twenty (120) days; or for more than one hundred twenty (120) days to a grade level previously held on a permanent basis, unless the employee was demoted for reason related to performance or misconduct.

e. Placement as a Result of Priority Consideration when the referral is a remedy for candidates not given proper consideration in a competitive promotion action.

f. Reduction in Force Placements which result in an employee receiving a position with higher promotion potential.

g. Promotion to a Grade Previously Held on a permanent basis in the competitive service, from which the employee was separated or demoted for other than performance or conduct reasons.

h. Promotion, Reassignment, Demotion, Transfer, Reinstatement, or Detail to a Position Having No Higher Promotion Potential than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service and did not lose because of performance or conduct reasons.

i. Promotion Resulting from Successful Completion of a Training Program for which the employee was competitively selected.

j. Selection from the Re-employment Priority List at the same or lower grade level than the position from which separated.

k. Reinstatement to any Position if a career or career conditional employee who served under a career SES appointment consistent with 5 CFR 335.103.

l. Promotion as a Legal Remedy as ordered and agreed upon in a legal or administrative proceeding.

m. Details for one hundred twenty (120) days or less to a higher graded position or to a position with known promotion potential.

#### **Section 4. Priority Consideration Before Using Competitive Procedure.**

**a Involuntarily Demoted Employees.** Employees who are involuntarily demoted in the Agency without personal cause or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

**b. Employees Not Given Proper Consideration.** An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive placement action, must be given advanced consideration for the next vacancy which becomes available in the same occupational family as the position denied. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration.

**c. Although the selecting official is under no obligation to select a referred candidate from the Priority Consideration List, each candidate referred must be given individual "bona fide" consideration and the selecting official must provide in writing a legitimate business-based reason for not selecting the PC candidate. Priority consideration is afforded for one year from the date the servicing center notifies the candidate, or one priority consideration, whichever occurs first.**

**Section 5. Scope of Competition.** Each vacancy will be advertised in a geographic/organizational area large enough that a reasonable number of highly qualified candidates may be anticipated and given an opportunity to compete.

**a The Agency will consider the use of an area of consideration limited to the local commuting area prior to opening competition to all sources.**

**b. Merit promotion announcements are advertised in the OPM USAJOB recruitment system. When the Employer is aware there will be a sufficient number of well qualified candidates from within the bargaining unit, the Employer will first open the recruitment only to the Command where bargaining unit employees are employed. The duration of time an announcement is open will be consistent with the Navy's USAJOB application procedures.**

**Section 6. Vacancy Announcements.** All vacancies and training within the bargaining unit, which require competitive procedures in accordance with this Article, will be announced electronically using the OPM USAJOB application system or the internal management identification of candidate (MIOC) procedures described in Section xx of this Article.

**a USAJOB Vacancy announcements will include all legal and regulatory statements and will provide applicants with the information required by OPM and DON. Normally, vacancies advertised on USAJOBS will provide applicants with the following: announcement number; posting and closing dates; position title(s), series and grade(s); number of anticipated vacancies**

to be filled; area of consideration; test to be used, if any; description of promotion potential, if any; and all selective placement factors, The announcement will also provide applicants with geographic and organizational location; whether or not permanent change of station (PCS) expenses will be paid; summary of the duties of the position; summary of eligibility and qualification requirements; permanent or temporary nature of vacancy, and, if temporary, the expected duration and if temporary, whether or not the promotion may be made permanent without further competition; name and telephone number of a person to contact for questions about the application process; when known, special working conditions, such as tour of duty, travel requirements, expected overtime, etc; a statement as to whether the position is subject to drug testing;; and any security clearance requirements.

b. **Time Limit.** Vacancy announcements will be open for a minimum of 3 days (Note for negotiating team only — to be removed from CBA - The minimum days are determined by the Navy servicing center. Because USAJOB announcements receive literally hundreds of resumes from USAJOB postings, the service centers cannot possibly keep them open longer than is necessary to obtain a sufficient supply of resumes or they will never get through the volume of resumes received. It is in the best interest of the employees to have their resumes built in USAJOBS, and to have email notification set up to receive email notices when vacancies are posted and then they only have to go the announcements and their on-line resume and choose an "apply now" tool to apply. Navy does not use open continuous announcements any longer.

c. **Amending Vacancy Announcements.** If a vacancy announcement has been posted and any information is later found to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the factors by which the candidates will be evaluated, the announcement will be reposted, as required by OPM USAJOB procedures, citing the change and whether or not the original applicants need to re-file in order to be considered. If re-announcement is required, posting time and distribution shall be the same as the original vacancy announcement.

d. **Cancellation.** Notice of cancellation of vacancy announcements will be posted electronically.

**Section 7. Employee Applications.** To be considered for a vacancy, an employee must electronically file and sign the appropriate application as described in the announcement.

**a Electronic Application.**

(1) The Agency will give bargaining unit employees access and instructions so they may use Agency computers to complete automated applications under this Article. Access will not be during an employee's normal working hours unless such time has been approved by the immediate supervisor and the Employer is assisting employees with outplacement. Otherwise, the time to prepare a resume and apply for employment opportunities is not on government time.

(2) The Agency will offer appropriate training on how to file for a vacancy and how to complete the appropriate form(s). The Agency will make instructional material on the promotional process available to bargaining unit employees.

**b. Absence During Posting Period.**

(1) Employees within the area of consideration, who are absent during the posting period for legitimate reason, will be considered for vacancies during their absence. Legitimate reasons include military service and on-the-job injuries or on-the-job illness.

(2) Employees are encouraged to build their position searches in USAJOBS using their personal email so they receive notification of announcements, regardless of whether they are on the job or absent for any reason. Employees absent for military service or compensable injury may apply for the vacant position after the vacancy has closed, provided a selection has not been made for the vacant position advertised during their absence.

**c. Multiple Applications.** When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, regardless of selection to one or more vacancies.

**d. Bargaining unit employees may compete for any advertised position for which qualified, including Wage Grade and General Schedule positions.**

**Section 8. Establishing the Best Qualified List.** To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM at the time the vacancy announcement closes. Candidates must also meet selective placement factors identified as essential for successful performance at the time the vacancy announcement closes. Ineligible applicants shall be notified in writing of the determination of ineligibility prior to submission of the referral list to the selecting official. Employee may request reconsideration of a rating or qualification determination and/or file a grievance applicable to the negotiated grievance procedure or a complaint under the applicable EEO procedures.

**a Assessment criteria used to evaluate candidates must be fair, job related, and applied equitably.**

**b. Procedures described for USAJOBS and Merit Promotion for conducting a job analysis and identifying the competencies, knowledge, skills, abilities, and other characteristics and selective factors required to identify the best-qualified candidates for the position to be filled will be followed. Job analysis requirements shall conform to the Uniform Guidelines on Employee Selection Procedures at 29 CFR 1607 and 5 CFR 300, Subpart A.**

**c. The Hiring Manager may use interviews as a tool in evaluating candidates. Interviews and Interview Panels will comply with legal and regulatory requirements.**

**d. Determining Best Qualified. Promotion eligible candidates will be evaluated against the KSA's/competencies set forth in the job analysis procedures developed in compliance with the USAJOB application procedures and referred in accordance with the Department of Navy's merit promotion program.**

## **Section 9. Selection Procedures.**

### **a Interviewing.**

(1) The Hiring Manager may interview one, any, all or no candidates referred for selection. Interviews are recommended but not required by Hiring Managers. Hiring Managers will determine if interviews are necessary to determine the best qualified candidate for the vacancy. Employees within bargaining unit who make certification/referral list will be interviewed for promotion consideration.

(2) When interviews are conducted, the Hiring Manager will ask legal and valid job-related interview questions that allow for an objective evaluation of the candidate's competencies as they relate to the position being filled.

(3) When a face-to-face interview is not possible, a telephone interview is acceptable.

## **Section 10. Selection.**

**a The Hiring Manager has the right to select or not select any candidates referred. The Hiring Manager will give consideration to the candidates' fitness and qualifications, without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, sexual orientation, or age. The selection shall be based solely on job-related criteria**

**b. In accordance with the Request for Information (RFI) procedures, the Union may request selection information or information on a decision not to fill a vacant position advertised from the Hiring Manager. If the RFI meets statutory requirements, the request and the Hiring Managers response will be made a part of the promotion file.**

**c. The Hiring Manager will normally render a decision within fifteen calendar (15) calendar days of receipt of the selection certificate or not later than the expiration date of the certificate if extended by the servicing center. The Hiring Manager makes his/her selection electronically in USAJOBS which flows to the HR Servicing Center for review. The HR Servicing Center is responsible for making official job offers after all regulatory requirements are met.**

**d. Release and Notification of Applicants. The HR Servicing Center will coordinate with losing and gaining supervisors to establish mutually agreeable release dates based on mission requirements. Normally, an employee will be released no later than one (1) complete pay period following the selfxtion for promotions or reassignments with known promotion potential. If workload and mission requirements do not permit the promotion within one full pay period, an employee will be released no later than two (2) complete pay periods for promotion and reassignment with known promotion potential. Selections for reassignments without known promotion potential will normally be effixtive within two full pay periods. When an employee is nearing the end of awaiting period for a within-grade increase, consideration should be given to releasing the employee at the beginning of a pay period on or after the effective date of the**

**within-grade increase, when such delay will benefit the employee's pay at the next higher level. Normally such delay will not exceed three (3) full pay periods**

**e. An applicant for employment or merit promotion who is not selected for employment or merit promotion is encouraged to seek an explanation from the agency as to the reason(s) for non-selection.**

**Section 11, Employee Information. All applicants who apply for a vacancy will receive notification of non-selection or disqualification in accordance with the automated USAJOBS application system procedures. Such notification will be timely and also in accordance with the DON merit promotion procedures.**

**Section 12, Career Ladder Policy. It is the policy of the Employer to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers.**

**Section 13, Progression within a Career Ladder. Career ladders are not automatic; an acceptable level of performance must be demonstrated for progression. Employees in career ladders will clearly demonstrate the ability to perform at the next higher grade level before being promoted to the next grade in the career ladder. Once the promotion has been made, supervisors shall assign work at the new grade level.**

**a Timing for Career Ladder Promotions. At the time an employee meets time-in-grade and any other legal promotion requirements, the supervisor will make a decision to promote or not to promote. This decision will be made in a timely manner.**

**(1) When an employee is certified as successful and meets the promotion criteria in the career ladder plan, the Employer will certify the promotion requirements are met and initiate a request for personnel action to promote the employee. The employee will be promoted as soon as possible, and usually at the beginning of the first pay period after the requirements are met but not later than the second pay period\*\* after promotion requirements are met.**

**(2) In the event that the employee met the promotion criteria, but the appropriate management official failed to initiate the request for personnel action for promotion timely, the promotion will be retroactive normally at the beginning of the first pay period but not later than the second pay period\*\* after the pay period in which the requirements were met.**

**\*\*Note about pay periods— the HR Servicing Centers have a requirement that all requests for personnel actions must be initiated and received in the Servicing HR Specialist's inbox not later than 10 calendar days before the beginning of the pay period. So, if the employee does not meet the promotion requirements earlier than this timeframe (i.e. requirements met 7 days prior to the beginning of the pay period), then the promotion will be effective the beginning of the 2<sup>nd</sup> pay period following the date requirements are met.**

**b. Ongoing Feedback. The supervisor will periodically provide feedback to the employee about their performance in the career ladder position.**

(1) If the employee is making progress, the supervisor will ensure that he or she has the opportunity to acquire pertinent skills and knowledge and to demonstrate that he or she meets promotion requirements as soon as is feasible.

(2) If the employee is experiencing problems, the provisions in 3 below are applicable.

**c. Failure to Meet Promotion Criteria.** Employees not meeting the criteria for promotion will be counseled by their supervisor regarding areas needing improvement before the promotion can be effected in accordance with applicable law, rules, or regulation.

(1) Any time a supervisor and/or employee recognize the employee's need for assistance in meeting the career ladder advancement criteria, the supervisor and employee will develop a plan tailored to assisting the employee in meeting the criteria. The plan should include all applicable training as well as any other appropriate support. At the request of the employee, the Union may provide assistance.

(2) If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Employer will use the performance improvement plan process to assist the employee. If the employee fails the performance improvement plan, the employee may be assigned duties commensurate with his or her current grade; reassigned to another position at the same grade and step; or removed from federal service in accordance with 5 C.F.R. 432.

(3) If a probationary employee fails to meet the promotion criteria or demonstrate the ability to perform the work at a higher level, the appointment may be terminated.

**Section 14.** Compensation. An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

**Section 15.** Promotion Records for Unit Positions. In accordance with 5 CFR 335.103, a file sufficient to allow for reconstruction of the competitive action will be kept for two years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.

**Section 16.** Information on Promotion Actions. Upon completion of the selection process, the Union may request the information used by the Agency to make the selections. The Agency will provide the requested information consistent with the requirements of law.

## ARTICLE 21

### WORKER'S COMPENSATION (ON-THE-JOB INJURIES OR ILLNESS)

**Section 1.** An injured employee is entitled to first aid and medical care for any on-the-job injury. Emergency diagnosis and initial treatment may be provided by a qualified medical facility authorized to conduct such an examination. Further medical care may be provided by any duly qualified, local private physician or hospital of the employee's choice. Supervisors will ensure initiation of obtaining emergency treatment and ambulance service for employees when required. When travel is otherwise required an employee may apply to the office of Worker's Compensation for travel expenses, provided the employee filed a CA-1 and the claim was accepted by the Department of Labor, Office of Workers' Compensation Program.

**Section 2.** When employees, or their representatives, report an illness or injury, which had occurred in the performance of official duties, the employees, at their request, will be provided information as to their right to file for compensation benefits. The Employer will maintain an adequate supply of the basic forms for the proper recording and reporting of injuries or illness sustained in the performance of duty. Assistance will be provided to the employee in filing a claim for compensation benefits.

**Section 3.** An employee who is disabled for work as a result of an on-the-job injury and files a CA-1 within thirty days of the injury, may be entitled to receive continuation of pay (COP) as determined by the Department of Labor. COP is paid for up to 45 calendar days of disability and is not charged against leave. All periods of disability must be supported by medical evidence from the treating physician of record.

**Section 4.** An employee, or someone acting on the employee's behalf, can submit a written notice (CA-2) of an occupational disease when becoming aware of the disease and/or its causal relationship to employment.

**Section 5.** An employee who suffers an illness or injury for which he/she may receive compensation and, within one (1) year after commencement of benefits recovers from such injury or illness and meets the physical requirements of his/her position, will be restored to duty in that position or an equivalent position in accordance with 5 U.S.C. 8151 and 5 CFR 353.301.

**Section 6.** Employees, or their designated representative, will be permitted to review or request copies of documents relating to their claim, as authorized by Office of Worker's Compensation Programs (OWCP).

**Section 7.** This section applies to work related injuries. Where possible, management will find and assign a light duty position in lieu of non-duty time of injured employees. The employer agrees that to the extent practicable, employees who are medically restricted (temporarily or permanently) as long as their services can be used effectively and will not cause harm to themselves or others. Any permanent work related injuries or illness that limit or prevent an employee from meeting the essential functions of their job will require review under the Department of Navy reasonable accommodation process.

**Section 8.**The Employer agrees to process claims for Injury Compensation in accordance with rules issued by the Office of Workers' Compensation Program (OWCP), and with the Federal Employees Compensation Act (FECA). The agency will retain a copy of all documents submitted to DOL.

**Section 9.**An injured employee is responsible for notifying their supervisor of their injury on the day of the injury, or the first workday after the employee becomes aware that an injury occurred. The employee is also responsible for notifying their supervisor of the injury status on a regular basis as determined by the supervisor, and completing the appropriate documentation. Compensation benefits are not granted automatically, but must be applied for by the employee.

**Section 10.**The agency will timely complete all their obligations associated with the processing of claims dealing with workplace injuries. When an employee submits DOL forms associated with the injury the agency will complete their obligations on the form and submit as appropriate to the proper authority.

## ARTICLE 22

### EMPLOYEE PERFORMANCE

**Section 1. Performance Appraisal Purpose.** The Employer and the Union recognize that the Statute contains the legal requirement that agencies within the Federal government establish and use a performance rating system applicable to all employees. The objectives of such a performance evaluation and rating system will be:

- a. To improve individual performance;
- b. To correct individual work deficiencies;
- c. To establish performance standards and keep employees apprised of their performance in relation to these standards;
- d. To recognize the merits of employees and their contributions to efficiency and economy of government operations;
- e. To use the results of performance ratings as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees.

In consideration of the objectives cited above, the Employer and the Union recognize that performance evaluation and rating is an important and indispensable supervisory responsibility, and that it requires continuing appraisal to keep employees informed of noteworthy improvements, what is expected of them, any aspects of performance that need improvement, and what type of performance is acceptable. Supervisors may keep personal notes as memory aids regarding individual performance, but will not disseminate or circulate them to any person or organization.

## Section 2. Performance Appraisal System.

**a The Employer's Performance Appraisal System provides for the annual appraisal and rating of employees against critical performance elements and standards established at the beginning of the rating period.**

**b. Performance Standards/Critical Elements. It is understood that the identification of the Critical Elements of any position as well as the contents of performance standards are reserved management responsibilities. The Employer has the right to establish critical elements and performance standards. A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. A performance standard outlines the performance requirement(s), or expectation(s) that must be met to achieve an acceptable level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.**

**c. Performance Plans. A performance plan includes all of the elements that describe the expected performance of an individual employee. A plan must include all critical elements and their related performance standards. A plan should be provided to employees within thirty (30) calendar days after the beginning of each appraisal period, permanent assignment to a new position and for each detail or temporary promotion expected to last one hundred and twenty (120) calendar days or longer.**

**d. Progress Review. Employees will be given a performance progress review at least semi-annually. Additional reviews may be given as the supervisor deems appropriate or upon request of the employee. The employee's signature does not reflect concurrence with any comments made by the supervisor; it only acknowledges receipt of the form.**

**e. Rating of Record. A performance rating of record will be completed, reviewed and issued to the employee, normally within thirty (30) calendar days, following the close of the rating period. The rating of record is the official rating for pay, performance, and retention purposes.**

**f. Closeout rating. An appraisal completed when the employee or first level supervisor leaves a position after the employee has been under established performance standards for ninety (90) calendar days or more, but before the end of the rating cycle. Closeout ratings will be documented and used in deriving the rating of record, and in some cases, may become the rating of record.**

**g. The rating period may be extended if an employee has not been under a performance plan, under a particular supervisor, for at least ninety (90) calendar days before the end of the rating period.**

**Section 3. Unacceptable Performance. It is incumbent upon rating officials to notify employees in a timely manner of any performance concerns. At any time during the appraisal period that performance is determined to be "Unacceptable" in one or more critical elements, employees are to be formally notified. A performance improvement plan will be used when an**

employee's performance falls below acceptable in one or more critical elements. A rating of record of "Unacceptable" may not be assigned until the following requirements have been met:

**a A reasonable opportunity of no less than 60 days to demonstrate acceptable performance.**

**b. Assistance in improving performance which may include, but is not limited to, formal training, on-the-job training, counseling and coaching, close supervision or other appropriate measures.**

**c. Notice to the employee that unless performance in the critical element(s) improves to and is sustained at the acceptable level, the employee may be reassigned, demoted or removed.**

**Section 4. Within-grade Increases (WGI). An employee under the General Schedule or the Wage System is entitled to a higher step/rate and shall be advanced to such step/rate at the beginning of the first applicable pay period following completion of the required waiting period provided the employee has not received an equivalent increase during the waiting period, and the employee's performance is determined to be at an acceptable level. In accordance with 5 C.F.R. 531, a WGI may be postponed and/or denied if an employee's performance is not at an acceptable level at or before the conclusion of the waiting period.**

**Section 5. The Employer agrees to rate all employees annually in accordance with applicable laws and government wide regulations. If an annual performance evaluation is not done the level of acceptable will be given.**

**Section 6. The annual performance rating discussion will be accomplished with the employee in private. The employee will be given a copy of their evaluation at the conclusion of the discussion. The supervisor's appraisal will be based on a thorough knowledge of performance, the conditions under which the work is performed, and on continuous observation and evaluation of the employee's actions and results achieved. The employee has the right to freely express their views at the time of the annual performance rating and may enter written comments on the reverse side of the rating form or an additional sheet. Upon conclusion of the rating discussion, the employee should sign the form to indicate the rating was discussed. Signing does not indicate agreement with the rating. The signing of the form by the employee is encouraged but is not mandatory. In addition to the annual rating, supervisors should hold at least one progress review to discuss performance at about the halfway point in each appraisal period. It is expected that other informal performance discussions will take place between the supervisor and the employee. They should be frequent enough to assure mutual understanding of changing job requirements, and any problem the employee is encountering in performing the work.**

**Section 7. Bargaining unit employees, with acceptable performance levels will be considered for performance awards such as letters of appreciation, certificates of achievement, time off awards (dependent on resourceing), and performance cash awards (dependent on resourceing).**

**Section 8. Union Officials will not be discriminated against in their performance appraisals due to their Union participation.**

## ARTICLE 23

### GRIEVANCE PROCEDURE

**Section 1.** It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible, informally. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the lowest level of supervision. Since the prompt settlement of disputes is desirable in the interest of sound labor-management relations and efficient operations, the Parties agree that employees will discuss their concerns or complaints with their immediate supervisor prior to filing a grievance. A Union representative will be allowed and given notice to attend such meetings to help to resolve the issue. It is understood by the parties that the Union, after notification of a dispute or potential grievance, will counsel employees regarding the merits of the grievance, prior to meeting with the supervisor, and prior to filing the grievance. This counseling serves to avoid the filing of grievances that hinder the efficiency of the Union and the Employer. Nothing in this section requires the Union or employee to attempt to resolve the matter informally, and the Union or employee may always file a step one grievance to initiate the process as outlined below in lieu of attempting to resolve the matter under this section. To the extent the foregoing informal attempts to resolve disputes are unsuccessful or unused; the following is the sole procedure for resolution of Employee, Union, or Employer grievances. Grievances may be presented and processed by:

- a an** employee on that employee's own behalf; in which case the Union will have the right to be present during the formal meetings and settlement proceedings;
- b.** an employee with representation appointed by the Union
- c.** the Union on behalf of the employee;
- d.** the Union in its own behalf; or
- e.** the Employer.

**Section 2.** A grievance is defined as any complaint:

- a** by an employee concerning any matter relating to the employment of the employee;
- b.** by the Union concerning any matter relating to the employment of the employee; or
- c.** by any employee, the Union, or the Employer concerning:
  - (1)** The effect or interpretation, or claim of breach, of this collective bargaining agreement; or
  - (2)** A claimed violation, misinterpretation, or misapplication of any law, rule, or regulation or policy affecting conditions of employment.

- d. except that it shall not include any grievance concerning:
- (1) matters filed as an EEO complaint;
  - (2) retirement, life insurance, or health insurance;
  - (3) a suspension or removal under section 7532 of Title 5 (national security);
  - (4) any examination, certification, or appointment;
  - (5) any claimed violation of subchapter 73 of Title 5 of the United States Code (matters relating to prohibited political activities);
  - (6) the termination of employees serving a probationary or trial period;
  - (7) the non-selection for promotion from a properly ranked and certified list of candidates;
  - (8) any matter which is subject to final review outside the authority of the Employer under law or regulation;
  - (9) The classification of any position that does not result in reduction of grade or pay;
  - (10) a notice of proposed disciplinary or adverse action;
  - (11) Reductions in Force

**Section 3.** Employees may seek review of the following matters either through the applicable statutory appeals procedure or the grievance procedure, but not both:

- a. an allegation of prohibited discrimination covered under Title VII.
- b. an appealable action based on unacceptable performance covered by 5 C.F.R. 432; and
- c. an adverse appealable action covered under 5 C.F.R. 752.

An employee shall be deemed to have exercised his/her irrevocable option when he/she files a timely written grievance or timely raises the matter, in writing, to the appropriate statutory appeals authority.

**Section 4.** Unit employees retain the right to self-representation in presentation of their grievances to the Employer. Any adjustment reached where an employee exercises this option will not be inconsistent with the terms of this agreement. A representative of the Union will have the right to be present during all grievance proceedings.

**Section 5.** Pursuant to 5 USC Section 7121, the following actions may be filed under the appropriate statutory or appellate procedure, or under the negotiated grievance procedure, but not

both:

- a. Prohibited personnel actions (5 USC Section 2302) may be raised under a statutory procedure or the negotiated grievance procedure, but not both;
- b. Adverse actions (5 USC Section 7512) may be raised under the appellate procedure or the negotiated grievance procedure, but not both;
- c. Performance based actions (5 USC Section 4303) may be raised under the appellate procedure or the negotiated grievance procedure, but not both.

Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the statute.

An employee shall be deemed to have exercised his/her irrevocable option when he/she files a timely written grievance or timely raises the matter, in writing, to the appropriate statutory appeals authority, whichever event occurs first. Discussions between an Employee and an EEO Counselor would not preclude an Employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely and no formal complaint has been filed.

**Section 6.** Upon filing of a grievance, an employee may elect to be self-represented or represented by a designated Union official. Any designated Union officials will be designated in writing by the Union. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within seven working days of receipt of the grievance.

The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union. When the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution will be made through the designated Union representative. When the grievant and the representative are on the same fixed shift, all steps in the grievance process will be scheduled during the shift, unless the Parties mutually agree otherwise. In situations where the grievant and representative are on different work schedules and/or locations, the Parties will make reasonable efforts to schedule all steps in the grievance process to the common work times of the grievant and representative unless the Parties mutually agree otherwise.

## **Section 7. Employee Grievance Procedure.**

**Step 1.** Before a formal grievance is filed, both parties agree, there will be an effort at informal resolution. The grievance will be presented in writing using the grievance form found in Appendix C to the employee's immediate supervisor or the lowest level management official with the authority to resolve their grievance within twenty one (21) calendar days after occurrence or the employee becomes aware of the matter giving rise to the grievance. The written grievance must include;

a The Article/s and Section/s of the Agreement and/or any laws, rules, regulations, or policies that has/have been breached and how the collective bargaining agreement, laws, rules, regulations, or policies has/have been violated;

b. A brief description of the facts of the incident; and,

c. The desired relief.

The Step 1 official will meet with the employee and their designated representative or Union observer within fourteen (14) calendar days to discuss the grievance. The employee and their designated representative will be informed in writing of the Step 1 official's decision within fourteen (14) calendar days of the date of the meeting. A copy of all documents being relied on in the decision will be provided with the decision. If the employee's grievance is not resolved or the Step 1 official fails to meet within the time specified (barring a mutual extension), the grievant or their representative may appeal the grievance in writing to the next higher level of management or his/her designee within twenty one (21) calendar days after receiving a decision from the Step 1 official, or of the date in which the meeting should have been scheduled. This appeal will move the action into Step 2.

In the event a disciplinary/adverse action is initiated by a management official, and the employee elects to grieve, the grievance will be presented to the next higher level management official or his/her designee within twenty one (21) calendar days of the decision on the proposed discipline or adverse action, and will constitute a Step 2 filing.

Step 2. Once the grievance appeal is received the Step 2 official or his/her designee will meet with the employee and his/her designated Union representative within fourteen (14) calendar days after receipt of the grievance. The Step 2 official or his/her designee will provide the employee a written decision within twenty one (21) calendar days after completion of the meeting with the employee and their representative. A copy of all documents being relied on in the decision will be provided with the decision. If the employee is not satisfied with the Step 2 decision or the Step 2 official fails to meet within the time specified (barring a mutual extension), the Union may invoke arbitration pursuant to the provisions of this Agreement in Article 28 governing Arbitration.

**Section 8. Employer/Union Grievance Procedure.** Union/Employer grievances over interpretation or application of this Agreement or interpretation, application or implementation of any law, rule, regulation affecting conditions of employment not concerning the employment of any specific employee will be resolved through the following procedure:

Step 1. The Union or Employer may initiate a grievance by submitting it in writing to the Commanding Officer or their designee or Union President, as appropriate within twenty one (21) calendar days after the Union or Employer first became aware of the incident. Using the Grievance Form found in Appendix F, the moving Party must state the Article(s) and Section(s) of the Agreement and/or laws, rules, regulations, or policies that has/have been violated and how the collective bargaining agreement, laws, rules, regulations, or policies has/have been violated, a description of all the facts the moving Party is relying on to support their grievance and the

relief being sought. The Parties will then meet within fourteen (14) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued by the non-moving Party within twenty one (21) calendar days of the meeting by the Union or Employer. These timelines may be extended by mutual agreement. Any resolution must be in writing. If the decision thus rendered is unacceptable to the moving party, it may submit the matter to arbitration in accordance with the provisions of this Agreement.

**Section 9. Multiple Grievances** If two or more unit employees have substantially identical grievances and wish to pursue them through the grievance procedure, the Union may select one employee's grievance for processing. The outcome of that grievance will be binding on all employees concerned. The Union will inform the Agency in writing when the provisions of this Section are to be utilized, and will include the names of all grievants as well as the name of the employee whose grievance will be pursued.

**Section 10. Consolidation of Grievances** In the interest of efficiency, in the case where any grievant has multiple grievances that concern the same subject matter, they may amend their initial grievance to include the related matter.

**Section 11. Requesting Documents** Should a Party require documents or other evidence that is in possession of the other Party, the requesting Party should send a written request using the Request for Information Form found in Appendix A to the Commanding Officer or their designee. The Commanding Officer or their designee will respond in writing by either (a) producing the requested documents or other evidence, or (b) providing a detailed response as to why the documents or other evidence is not being provided using the Reply to a Request for Information Form found in Appendix A. The request may be submitted via hardcopy correspondence, fax, or e-mail. The Employer will respond to the request as soon as possible but no more than fourteen (14) calendar days from receipt of the request.

**Section 12. Time Limits** The time limits in this article may be extended only by mutual agreement of both Parties. The initiating Party may withdraw the grievance at any time. Failure of the initiating Party to observe the time limits for any step of the procedures will entitle the other Party to reject the grievance for being untimely and the moving Party cannot invoke arbitration. Failure of the responding Party to observe the time limits for any step of the procedure will entitle the initiating Party to advance the grievance to the next step. The response time at each step will be calculated from the beginning of the next working day after receipt of the grievance or presentation of a decision at the proceeding step.

**Section 13. Amending Grievances** The Employer and Union recognize that as investigations commence that the facts of a particular situation change. To this end, grievances may be amended during the course of the grievance process to reflect newly discovered evidence. Relevant timelines will not be affected.

**Section 14. Alternative Dispute Resolution ("ADR")**. In order to facilitate a better working environment, the Employer and the Union agree that it may be appropriate to use ADR. The request for ADR resolution will be available prior to filing any grievance and during the grievance process. Should the Parties agree to ADR, all pertinent timelines for the grievance

will be suspended until resolution of the ADR. Once the Parties agree to ADR the request will be coordinated by the Agency with the servicing ADR Office. Mediation will be scheduled no later than thirty (30) calendar days following receipt of the ADR request. The Parties understand and agree that mediation is confidential and no record will be made of the proceeding. Statements or offers made by either party may not be used in any subsequent proceeding including, but not limited to, arbitration. If a resolution is reached as a result of mediation, it will be reduced to writing and signed by all Parties. Should ADR not provide resolution, the moving party will have thirty (30) calendar days to invoke arbitration and by doing such will be considered having moved through the grievance process.

## **ARTICLE 24**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

**Section 1. Commitment to Train.** The Employer and the Union recognize the need to provide training and instruction to unit employees in order to develop a skilled workforce, capable of meeting and performing the mission requirements. The Employer and Union agree that training and development of employees is mutually beneficial. Accordingly the Employer agrees to receive and consider any and all constructive written Union or employee recommendations concerning such programs. Employees are encouraged to develop a personal plan for career self-development, and in this regard should seek counseling and advice from their Supervisor.

**Section 2. Police Officers.** The training and credentials of Police Officers are essential to safety, mission accomplishment, and subject to being challenged in judicial proceedings. Proper training is essential for establishing employee qualifications when Police Officers are summoned to testify in military and civilian courts or other proceedings. Proper training and certification are also critical from a risk management perspective, for readiness, safety, and liability reasons. The parties therefore agree that, subject to the availability of funds, management will utilize its best efforts to achieve a common training baseline for all classifications of work as appropriate.

a. New Police Officers must satisfactorily complete an acceptable law enforcement training program as determined by the Employer. In addition, new employees shall generally receive up to twelve (12) weeks of field training from a qualified and certified Field Training Officer (FTO). The above will generally be accomplished during the first (1<sup>st</sup>) year of employment. The Employer and the Union recognize the need for a fully developed professional Police Officer, and to properly develop a professional officer, it is recognized that training may be required for all employees. Field Training Officer (FTO) is performed at least at the full performance level of GS-7 and individual FTOs will not be assigned more than one trainee at a time.

b. The Employer recognizes that HR 218 applies to Navy civilian police officers. Pursuant to the Law Enforcement Officers Safety Act and the Law Enforcement Officers Safety Act Improvements Act, under 18 USC 926B, Navy Civilian Police Officers are authorized to carry a concealed firearm. Navy Civil Service Police officers will be provided with photographic

identification issued by the Employer once promulgated by higher headquarters, and are permitted to carry this identification both on and off the installation. A Police Officer who retires after 10+ years served as a law enforcement officer for an aggregate of 10 years or more will receive a Retired Police Identification Card.

**Section 3, Firefighters.** Firefighters are required to maintain job related certifications in accordance with DOD and DON policy. The Employer and the Union recognize the need for a fully developed professional Firefighter, and to properly develop a professionally skilled Firefighter, it is recognized that specialized training may be required for all employees.

**Section 4, Standard Operating Procedures.** The Employer shall review and update any SOP annually or when any changes occur. The Employer will fulfill its bargaining obligations and consult with the Union per this CBA , Article 9 — Notices and Negotiations.

**Section 5.** The employer agrees to provide tuition assistance to those employees seeking higher education, as funds are available, to eligible employees and courses must meet the requirements set forth in CNRSWINST 12410 series.

## ARTICLE 25

### DISCIPLINARY AND ADVERSE ACTIONS

**Section 1.** The objective of discipline or adverse actions is to correct and improve employee behavior so as to promote the efficiency of the service. It is not intended to be punitive in nature. The concept of progressive discipline, which is designed primarily to correct and improve employee behavior, will guide managers in making decisions regarding discipline. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

**Section 2.** Disciplinary actions covered by the provisions of this Article are written reprimands and suspensions of fourteen (14) days or less. Adverse actions are defined as removals, suspensions of more than fourteen (14) days, reductions in pay, reductions in grade, and furloughs of thirty (30) days or less. An original notice of disciplinary/adverse actions shall be furnished to the employee. If the employee is represented, one (1) copy will be furnished to their representative. The Union shall have the right to be involved in the disciplinary and adverse action process if the employee chooses to have the Union involved. All notices or proposals of disciplinary action involving bargaining unit employees will include the notification of the right to Union representation. The information upon which the Employer relied to propose the action will be furnished to the employee or their designated representative upon written request.

**Section 3.** Written warning and oral warnings, such as letters of caution or oral admonishments are considered administrative actions, not disciplinary actions, and as such are not grievable

under the negotiated grievance procedure of this contract. Management should consider taking administrative actions before considering formal discipline.

**Section 4.** Disciplinary actions and adverse actions shall only be taken for just and sufficient cause. If the Agency believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to the Agency. Disciplinary actions and adverse actions taken by the Employer will be in accordance with applicable laws, instructions, procedures, and this Agreement. Douglas Factors should be used before a determination should be made as to whether disciplinary action will be taken.

**Section 5.** A letter of reprimand will be removed from the employee's record no later than twenty-four (24) months from the date of issuance. Oral admonishments confirmed in writing will be removed twelve (12) months from the date of the admonishment. The removal of either of the aforementioned documents will not take place if either or both have been used as support for a subsequent action.

**Section 6.** Notices of proposed disciplinary or adverse action will state the reasons for the proposed action, the reason for the suggested discipline, and include any other information as required by law. The employee will be given an opportunity to respond to the reasons set forth in such proposals, as appropriate. The employee and/or the representative, if requested by the employee, will be provided an opportunity to review any and all material relied upon in making the proposal. A reasonable amount of official time will be authorized to the employee and/or the representative (if an Agency employee), to prepare and present the reply. A written decision will be provided to the employee, which will inform the employee of any applicable grievance or appeal rights, and the right to Union representation.

**Section 7.** Prior to issuing any proposed disciplinary or adverse action for misconduct, the Agency will conduct an investigation/inquiry that will determine whether such action is warranted. This investigation will take into account the following facets as applicable:

a. Employees who are alleged to have committed some offense will be interviewed and told that they are the subject of an investigation/inquiry and at such time the employee who is subject to the investigation/inquiry has the right to Union representation;

b. Signed statements will be obtained from any employees, management officials or others who are interviewed in the course of the investigation/inquiry when used as evidence for disciplinary decisions;

c. Additional evidence will be sought to reconcile any conflicting statements;

d. All evidence, whether for or against the employee(s) being investigated, shall be documented;

e. The Union will be given an opportunity to have a representative present at any examination in an investigation that may result in disciplinary or adverse action when the employee has requested representation.

**Section 8.** Formal disciplinary actions (suspensions of fourteen (14) calendar days or less and Letters of Reprimand) and adverse actions (removals, suspensions of more than fourteen (14) calendar days, reduction in grade or pay, or furlough for thirty (30) calendar days or less) which are grieved will be processed under the negotiated grievance procedure of this Agreement.

**Section 9.** Appeals of adverse actions may be processed either under the negotiated grievance procedures of this Agreement or through appeal to the MSPB, but not both.

**Section 10.** The Union and Management agree to treat information related to the disciplinary process as privileged information personal to the employee and not to be divulged nor discussed except on a need-to-know basis.

## ARTICLE 26

### ARBITRATION

**Section 1. Invocation.** Only grievances that have not been resolved through the grievance procedure outlined in Article 25 may be submitted to Arbitration. Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate to the other party no later than twenty one (21) calendar days following receipt of the final written grievance disposition or determination or twenty one (21) calendar days following the date such response was due. If an arbitration notice is mailed to the other party, it shall be sent by certified mail, return receipt requested should return receipt be desired, and shall be deemed to have been served on the date of certified mailing. The time limits under this Section may be extended by mutual agreement.

**Section 2. Selection of the Arbitrator.** The moving party shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators within twenty-one (21) calendar days of invoking arbitration. The cost associated with obtaining a list from FMCS shall be borne equally by the parties. If the Parties use the FMCS list, they shall meet (or confer by telephone) within fourteen (14) calendar days after receipt of the list to select an arbitrator. The time limits under this Section may be extended by mutual agreement without being considered a delay or waiver. The Parties will alternately strike one arbitrator's name from the list until one name remains. A flip of a coin will determine which party will strike the first name. The non-moving party will flip the coin. The moving party will call heads or tails.

**Section 3. Setting the Hearing.** Once selection of an arbitrator is made in accordance with Section 2 of this Article, the moving party shall have the responsibility of contacting the selected arbitrator and obtaining available dates for the hearing. The hearing must be at least forty-five (45) calendar days from the date on which the Parties agreed on the arbitrator, unless extended by mutual agreement. Once available dates are received from the arbitrator the Parties will mutually agree on a specific date for the hearing. If for any reason the selected arbitrator becomes unavailable the last arbitrator to have been struck will be contacted and the procedure in this Section will begin again, until an arbitrator with available dates has been selected. Should

no arbitrator on the list be selected due to unavailability, then a new list will be generated in accordance with Section 2 of this Article, with the date the Parties learned the last arbitrator was unavailable as the "invoking arbitration" date.

**Section 4. Pre-Hearing Conference.** Within at least twenty one (21) calendar days prior to the Arbitration date, representatives of the Union and Employer will hold a pre-hearing conference. The purpose of this conference is to attempt to agree on the issue or issues to be decided, stipulations of fact, witnesses (to include expected testimony), and to exchange documentary evidence thus far developed. Any grievability/arbitrability issues that are still pending will be discussed at this time. This provision may be amended on a case by case basis by mutual agreement

**Section 5. Moving Papers.** In the event the Parties are able to agree on issue(s) and stipulations of fact, a joint submission statement will be developed and forwarded to the arbitrator along with all the moving documents generated by either party as of the invocation of arbitration. If the Parties are unable to agree on an issue(s), each party will serve upon the other and the arbitrator, its version of the issue(s) along with all the moving documents generated by either party as of the invocation of arbitration. These submissions will be submitted within ten (10) calendar days prior to the arbitration. The arbitrator shall determine the issue(s) to be heard in the case of the Parties submitting separate submissions.

**Section 6. Time and Location.** Arbitration hearings will be held on the Employer's premises during regular day shift hours of the normal basic workweek. In the event the Parties agree to hold the hearing at facilities not under control of the Employer, the cost of such hearing facilities will be borne equally by the Employer and the Union.

**Section 7. Proceedings.** The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an employee-initiated grievance is being arbitrated, the grieving employee (or a representative employee in the case of an employee-group grievance) shall be in a pay status for the duration of the hearing if otherwise in a duty status. The Union's representative, who does not include a technical representative, if employed by the Command, will be on official time during the arbitration hearing if otherwise in a duty status. Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status if otherwise in a duty status to the extent necessary to permit their testimony. If there is a dispute as to the relevance of a witness the arbitrator will determine whether or not they will testify. The Union will notify the Employer fourteen (14) calendar days prior to the arbitration hearing as to the witnesses that they intend to call to testify at the hearing. The Employer will arrange to have all employee witnesses available and on the correct status and confirm with the Union or employee at least seven (7) calendar days prior to the hearing.

**Section 8. Decision.** The arbitrator will be requested to render his/her decision as quickly as possible. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement, but the arbitrator shall have full authority to provide a remedy appropriate to resolve the grievance, including but not limited to an award of back pay, restoration of leave or other benefits, interest, and reasonable attorney fees or other monetary or non-monetary make whole remedy to the extent authorized by controlling law and regulation.

**Section 9.Appeal.** The arbitrator's decision is binding on the Parties to this agreement; however, either party may file an exception to the decision with the Federal Labor Relations Authority.

**Section 10.Costs of the Arbitration.** The compensation and expense of the Arbitrator and Arbitration shall be borne equally by the Parties.

**Section 11.Scope of Proceedings.** The Parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the last step of the grievance procedure. Documents or other evidence which were not made a part of the last step of the grievance process will be disclosed to the opposing Party as it becomes known or available. All documents or other evidence that the Parties intend to rely on or introduce at arbitration must be disclosed to the opposing party as soon as possible, but no later than 10 calendar days prior to the arbitration. The Parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the last step of the grievance procedure.

**Section 12.Transcripts of Hearing.** No arbitrator has the authority to compel the taking of a transcript. If the Parties mutually agree to the need for an official transcript, the cost will be equally shared by the Parties. If only one party wants an official transcript or recording, the requesting party will pay for the cost of the transcript or recording and no copy will be made available to the other party.

## ARTICLE 27

### EFFECTIVE DATE AND DURATION OF AGREEMENT

**Section 1.** This agreement shall become effective upon the date of approval by the Department of the Defense, and shall remain in full force and effect for three (3) years from that date, except that this Agreement shall terminate and not be enforceable at any time if it is determined that the Union is no longer entitled to exclusive recognition under the FL RA.

**Section 2.** At least sixty (60) but not earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement, the Parties, upon written notification by either Party, shall meet for the purpose of arranging for its negotiation. If neither Party serves notice to negotiate, this Agreement shall be automatically renewed for an additional one (1) year period.

**Section 3.** By mutual consent of the Parties, this Agreement may be opened at any time for amendment and for supplemental agreements not contained herein. The nature of the desired change and reasons therefore shall be given by the moving Party with a required response of ninety (90) calendar days by the other Party. Amendments shall be binding upon approval by the appropriate authority.

**Section 4.** The Employer will provide employees access to this agreement and all amendments on the Gateway. Upon DOD approval of this agreement the employer will send out a link to employees to access this agreement on the Gateway. The Employer also agrees to furnish to the Union twenty five (25) copies at the first printing.

**Appendix A1**

**UNION REQUEST FOR INFORMATION**

(Under Section 7114(b) (4) of the Statute)

**Date:**

**Name of the Requesting Union:**

**Union Contact:**

(      )

Name

Phone Number

Mailing Address, Email Address or Fax Number of where response is to be sent.

**Agency Contact:**

(      )

Name

Phone Number

**Information Requested:** *Provide a description of information requested to include whether personal identifiers such as names, social security numbers or other matters identifying individual employees are to be included or may be deleted.*

**Particularized Need:** *Provide specific statements explaining exactly why the requested information is needed. Explain exactly how the union intends to use the requested information and how that use of information relates to the union's role as the exclusive representative. Include a specific statement for each type of information requested, as well as the time period(s) encompassed by the request and the need for personal identifiers, if applicable.)*

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**Privacy Act:** *Do you know if the requested information is contained within a system of record(s) under the Privacy Act? (If so, identify that system of record(s).)*

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**Public Interest:** *If you know or think that the requested information is within a system of record(s) under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the agency's performance of its statutory duties or otherwise inform citizens of the activities of the Government.*

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**Other Matters:** *Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the agency in responding to the request.)*

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**Appendix A2**

**AGENCY RESPONSE TO UNION REQUEST FOR INFORMATION**

(Under Section 7114(b) (4) of the Statute)

**Date of the Information Request:**

**Date information Request Received by the Agency:**

**Date of Agency's Response:**

**Name of Requesting Union:**

**Agency Contact:**

Name

( )

Phone Number

**Union Contact:**

Name

( )

Phone Number

**Information Requested:** *Agency's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be sanitized.)*

**Anti-Disclosure Interests:** *Specific statements explaining any countervailing anti-disclosure interests.*

**Privacy Act:** Is the requested information contained within a system of record(s) under the Privacy Act? (If so, identify that system of record(s).)

**Employee Privacy Interest:** If within a system of record(s), would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests.

**Disclosure Format:** In what format is the agency willing to disclose the requested information? (Include whether the agency would disclose the requested information with personal identifiers deleted.)

**Prohibited by Law:** If the requested information is prohibited by law, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law.

**Normally Maintained:** If the information is not normally maintained by the Agency, provide specific statements explaining why the requested information is not normally maintained.

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**Reasonably Available:** *If the information is not reasonably available, provide specific statements explaining why the requested information is not available.*

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**Statutory Exemption:** *If the information constitutes guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining provide specific statement explaining why the requested information falls into this category.*

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**Need Further Information:** *The union request is not specific enough to permit the agency to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the agency requires specific answers to the following questions:*

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**Appendix B**  
**Request for Official Time**

Official Time must be approved by Supervisor or Designee in advance.

**Requestor: Employee/Designated Union Official**

\_\_\_\_\_  
(Circle One) (Full Name: First, Middle Initial, Last)  
**Position Title** \_\_\_\_\_ **Workshift** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_ **Date and Time Requested** \_\_\_\_\_

**Estimated Time Required** \_\_\_\_\_ **Destination (Site and Bldg No.)** \_\_\_\_\_

**Official Time is requested for the purpose stated below under the terms of the collective bargaining agreement. Check the appropriate boxes:**

- Discuss matters of concern with Employee/ Designated Union Official (Circle One)**
- Research/Prepare/Present grievance (Employee/ Designated Union Official) (Circle One)**
- Review/Respond to correspondence/memorandum (For Designated Union Official Only)**
- To serve as a witness for Hearing/Arbitration/Mediation (For Employee only)**
- To serve as a representative for hearing/Arbitration/Mediation**
- Meet with Management (For Designated Union Official only)**
- Other (Specify):** \_\_\_\_\_

**For Designated Union Official: If meeting with a Bargaining Unit Member, provide the following for coordination of release of employee by the supervisor.**

**Employee's Name:** \_\_\_\_\_ **Code:** \_\_\_\_\_

**Supervisor's Name:** \_\_\_\_\_ **Supervisor's Phone:** \_\_\_\_\_

- Approved**    **Rescheduled**

**(Explain):** \_\_\_\_\_

**When arriving at destination, check-in with Employee's Supervisor and have Supervisor sign:**

**Supervisor's Signature:      Date and Time:**

**If rescheduled, indicate alternative dates and times available:**

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Accepted by Employee/Steward** ☐

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Accepted by Employee/Steward** ☐

**PROVIDE COMPLETED FORM TO YOUR SUPERVISOR**







## INSTRUCTIONS FOR COMPLETING FORM 22:

### General

Use this form if you are charging that a federal activity or agency committed an unfair labor practice under paragraph (a) of section 7116 of the Federal Service Labor-Management Relations Statute. File an original form with the appropriate Regional Director, Federal Labor Relations Authority. If you do not know that address, contact the Office of the General Counsel, Federal Labor Relations Authority, (202)482-6600. If filing the charge by fax, you need only file a fax-transmitted copy of the charge (with required signature) with the Region. You assume responsibility for receipt of a charge. A charge is a self-contained document without a need to refer to supporting evidence and documents that are also submitted to the Regional Director along with the charge. If filing a charge by fax, do not submit supporting evidence and documents by fax. See 5 CFR Part 2423 for an explanation of unfair labor practice proceedings and, in particular, §§ 2423.4 and 2423.6, which concern the contents, filing, and service of the charge and supporting evidence and documents.

### **Instructions for filling out each numbered box**

#1. Give the full name of *the* activity (or agency) you are charging and the mailing address, telephone #, and fax # (if available). Include the street number, city, state, zip code. If you are charging more than one activity/agency with the same act, attach the required information on a separate sheet.

#2. Give the full name of the union or individual filing the charge and the mailing address, telephone #, and fax # (if available). If the union is affiliated with a national organization, give both the national affiliation and local designation.

#3. and #4. This information is essential to the investigation of your *charge* as it tells us who is representing the parties. Be as specific and as accurate as possible. It will assist the investigation if you include your home as well as work telephone number in the space provided.

#5. Identify which one or more of the following subsections of **5 U.S.C. 7116(a)** has or have allegedly been violated. Subsection (1) has already been selected for you because a violation of (2) through (8) is an automatic violation of (1). List all sections allegedly violated:

#### **7116. Unfair labor practices**

(a) For the purpose of this chapter, it shall be an unfair labor practice for an agency--

- (1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
- (2) to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- (3) to sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- (4) to discipline or otherwise discriminate against an employee because the employee has **filed** a complaint, affidavit, or petition, or has given any information or testimony under this chapter;
- (5) to refuse to consult or negotiate in good faith with a labor organization as required by this chapter;
- (6) to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
- (7) to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- (8) to otherwise fail or refuse to comply with any provision of this chapter.

#6. It is important that the basis for the charge be BRIEF, COMPLETE, and FACTUAL, rather than opinion.

- Give dates and times of significant events as accurately as possible.
- Give specific locations when important, e.g., "The meeting was held in the auditorium of Building 36."
- Identify who was involved by title, e.g., "Chief Steward Pat Jones" or "Lou Smith, the File Room Supervisor."
- Tell what happened, in chronological order.

#7. Indicate whether you or anyone else that you know of has raised this same matter in another forum:

- a. GRIEVANCE PROCEDURE
- b. FEDERAL MEDIATION AND CONCILIATION SERVICE
- c. FEDERAL SERVICE IMPASSES PANEL
- d. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
- e. MERIT SYSTEMS PROTECTION BOARD
- f. OFFICE OF SPECIAL COUNSEL
- g. OTHER ADMINISTRATIVE OR JUDICIAL PROCEEDING
- h. NEGOTIABILITY APPEAL TO FLRA

**N.** Type or print your name. Then sign and date the charge attesting to the truth of the charge and that you have served the charged party (individual named in box #3). Indicate method of service by placing an "x" in one of the boxes provided.

# APPENDIX D2

Form Exempt Under 44 U.S.C. 3512

<p><b>UNITED STATES OF AMERICA</b>  <b>FEDERAL LABOR RELATIONS AUTHORITY</b></p> <p>A -          °</p> <p style="font-size: 1.2em;">CHARGE AGAINST A LABOR ORGANIZATION</p>	<p><b>FOR FLRA USE ONLY</b></p> <hr/> <p>Case No.</p> <hr/> <p>Date Filed</p>	
<p>Complete <b>instructions are on the back of this form.</b></p>		
<p><b>1. Charged Labor Organization</b></p> <p>Name:          Address:</p> <p>Tel.* ( ) Ext.          Fax* ( )</p>	<p><b>2. Charging Party (Individual, Labor Organization, Activity, or Agency)</b></p> <p>Name:          Address:</p> <p>Tei.# ( ) Ext.          Fax* ( )</p>	
<p><b>3. Charged Labor Organization Contact information</b></p> <p>Name:          Title:          Address:</p> <p>Tel.* ( ) Ext.          Fax#: f )</p>	<p><b>4. Charging Party Contact Information</b></p> <p>Name:          Title:          Address:</p> <p>Tel.# ( ) Ext.  <b>Fax*</b> ( )</p>	
<p><b>5. Which subsection(s) of 5 U.S.C. 7116(b) and/or (o) do you believe have been violated? [See 'reverse]</b></p>		
<p>S. Tell exactly WHAT the labor organization did. Start with the DATE and LOCATION, slate WHO was involved, including titles.</p>		
<p>7. Have you or anyone else raised this matter in any other procedure? No ___ Yes ___ If yes, where? [see reverse]</p>		
<p>8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN <b>BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001.</b> THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] <input type="checkbox"/> Fax <input type="checkbox"/> 1st Class Mail <input type="checkbox"/> In Person  <input type="checkbox"/> Commercial Delivery <input type="checkbox"/> Certified Mail</p>		
Type or Print Your Name	Your Signature	Date

## INSTRUCTIONS FOR COMPLETING FORM 23:

### General

Use this form if you are charging that a labor organization or its agents committed an unfair labor practice under paragraph (b) and/or (c) of section 7116 of the Federal Service Labor-Management Relations Statute. File an original form with the appropriate Regional Director, Federal Labor Relations Authority. If you do not know that address, contact the Office of the General Counsel, Federal Labor Relations Authority, (202)482-6600. If filing the charge by fax, you need only file a fax-transmitted copy of the charge (with required signature) with the Region. You assume responsibility for receipt of a charge. A charge is a self-contained document without a need to refer to supporting evidence and documents that are also submitted to the Regional Director along with the charge. If filing a charge by fax, do **not** submit supporting evidence and documents by fax. See 5 CFR Part 2423 for an explanation of unfair labor practice proceedings and, in particular, §§ 2423.4 and 2423.6, which concern the contents, filing, and service of the charge and supporting evidence and documents.

### **Instructions for filling out each numbered box**

- #1. Give the full name of the labor organization (including the name of the local and number and its national or international affiliation, if any) you are charging and the mailing address, tel. #, and fax # (available). Include the street number, city, state, zip code.
- #2. Give the full name of the Charging Party and the mailing address, tel. #, and fax # (if available). If a union, and affiliated with a national organization, give both the national affiliation and local designation. If an activity, give the name of the activity, the agency, and the department of which the activity is a part. If an agency, give the name of the agency and department of which the agency is a part.
- #3. and #4. This information is essential to the investigation of your charge as it tells us who is representing the parties. Be as specific and as accurate as possible. It will **assist the** investigation if you include your home as well as work telephone number in the space provided.
- #5. Identify which one or more of the following subsections of 5 U.S.C. 7116(b), and/or (c) has or have allegedly been violated. List all sections allegedly violated;
- (b) For the purpose of this chapter, it shall be an unfair labor practice for a labor organization--
- (1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
  - (2) to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under this chapter;
  - (3) to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
  - (4) to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition;
  - (5) to refuse to consult or negotiate in good faith with an agency as required by this chapter;
  - (6) to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
  - (7) (A) to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or
  - (8) to condone any activity described in subparagraph (A) of this paragraph by failing to take action to prevent or stop such activity; or
  - (8) to otherwise fail or refuse to comply with any provision of this chapter.
- (c) For the purpose of this chapter it shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure—
- (1) to meet reasonable occupational standards uniformly required for admission, or
  - (2) to tender dues uniformly required as a condition of acquiring and retaining membership.
- This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or by laws to the extent consistent with the provisions of this chapter.
- #6. It is important that the basis for the charge be BRIEF, COMPLETE, and FACTUAL, rather than opinion.
- Give dates and times of significant events as accurately as possible.
  - Give specific locations when important, e.g., "The meeting was held in the auditorium of Building 36."
  - Identify who was involved by title, e.g., "Chief Steward Pat Jones" or "Lou Smith, the File Room Supervisor."
  - Tell what happened, in chronological order.
- #7. Indicate whether you or anyone else that you know of has raised this same matter in another forum:
- a. GRIEVANCE PROCEDURE
  - b. FEDERAL MEDIATION AND CONCILIATION SERVICE
  - c. FEDERAL SERVICE IMPASSES PANEL
  - d. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
  - e. MERIT SYSTEMS PROTECTION BOARD
  - f. OFFICE OF SPECIAL COUNSEL
  - g. OTHER ADMINISTRATIVE OR JUDICIAL PROCEEDING
  - h. NEGOTIABILITY APPEAL TO FLRA
- #8. Type or print your name. Then sign and date the charge attesting to the truth of the charge and that you have served the charged party (individual named in box #3). Indicate method of service by placing an "x" in one of boxes provided.