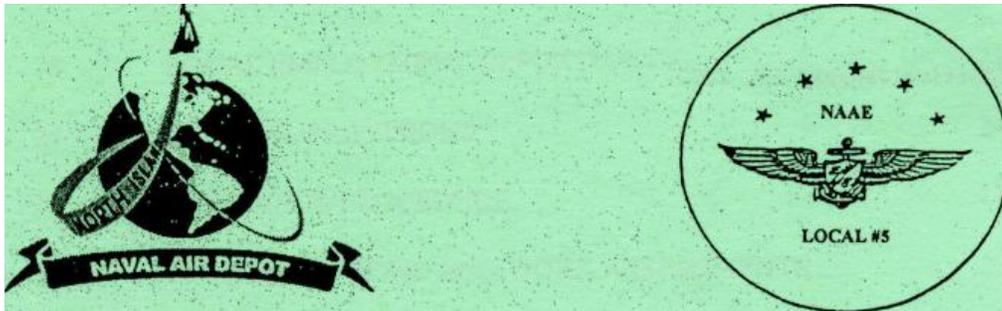


**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**



**NAVAL AIR DEPOT**

**NORTH ISLAND**

**AND**

**NATIONAL ASSOCIATION**

**OF**

**AERONAUTICAL  
EXAMINERS, LOCAL 5**

**EFFECTIVE 13 JANUARY 2002**

MEMORANDUM OF AGREEMENT

The Naval Air Depot, North Island and the National Association of Aeronautical Examiners, Local Five hereinafter, the parties, agree to extend the collective bargaining agreement between the parties and approved by the Department of Defense on 1 May 1997 for a period of three years following the date Department of Defense approves this extension. The parties further agree that in Article 5, Section 2 of the agreement, the reference to "Executive Order 12871" will be changed by this memorandum of agreement to read "any current or future Partnership agreement between parties."

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President  
National Association of  
Aeronautical  
Examiners, Local 5

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Director, Production and  
Support  
Services Office  
Naval Air Depot, North Island

Effective January 13, 2002.

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## **PREAMBLE**

This Agreement is made by and between the Naval Aviation Depot, North Island, *San Diego*, California, hereinafter referred to as the "Employer", and the National Association of Aeronautical Examiners, Local #5, hereinafter referred to as the "Association" and collectively hereinafter referred to as the "Parties".

## **WITNESSETH**

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and well-being of employees within the meaning of Title VII of the Civil Service Reform Act of 1978: To establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment and provide means for amicable discussion and adjustment of matters of mutual interest at the Naval Aviation Depot, North Island.

NOW, THEREFORE, the parties hereto agree as follows:

## **SUPPORT OF COMMON GOALS**

The parties agree to support, affirmatively and positively, both individually and collectively, the following major goals common to both: Mote effective participation by employees in the formulation and implementation of policies and procedures affecting personnel and the conditions of their employment; the safeguarding of employee health and safety, development and utilization of employee skills; the improvement of the competitive position of the Depot in the industry; submission of improvement and cost reduction ideas; promotion of work attendance; improvement of communication between the Association, employees and the Employer; the continuing improvement in the quantity, quality, timeliness and cost of work; the continuing improvement in the utilization of time and materials; promotion of the principles of equal employment opportunity; improvement of mutual understanding between employees, the Association, the Employer, the Fleet, and the community necessary to the well-being of employees and more effective administration and conduct of public business.

**ARTICLE 1**  
**RECOGNITION AND REPRESENTATION**

**Section 1.** The Employer hereby recognizes the Association as the exclusive representative of employees in the Unit; as defined in Section 2, below, and the Association recognizes the responsibilities of representing the interests Of all such employees, without prohibited discrimination and without regard to employee membership, with respect to grievances, personnel policies, practices and procedures or other matters affecting general working conditions subject to the express limitations of this Agreement.

**Section 2.** The Unit to which this Agreement is applicable is composed of "All non-supervisor civilian wage employees in the rating of Aircraft Examiner, within the Naval Aviation Depot North Island".

**Section 3.** The personnel policies and practices and other matters affecting general working conditions described in this Agreement cover only those employees and positions within the Unit.

**Section 4.** The Association, upon request to the Employer, will be furnished annually one current listing of Employees in the Unit by name.

**ARTICLE 2**  
**RIGHTS OF EMPLOYER**

**Section 1.** 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

b. In accordance with applicable laws:

(1) To hire, assign, direct, lay off; 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 determination 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:

(a) among properly ranked and certified candidates for promotion, or

(b) any other appropriate source; notifying the Association prior to selectee reporting for duty;

(4) To determine the number, types, and grade of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and to determine the technology, methods and means of performing work in accordance with Executive Order 12871; and

(5) To take whatever action may be necessary to carry out the agency mission during emergencies.

**Section 2.** Whenever language in this Agreement refers to specific duties or responsibilities of specific employee or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

**ARTICLE 3**  
**LAWS AND REGULATIONS**

**Section 1.** In the administration of all matters covered by this Agreement, officials and employees are, covered by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published Agency (Navy, DoD) policies and regulations in existence at the time the Agreement was approved; and by subsequently published. Agency policies, and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher Agency level.

**Section 2.** It is agreed and understood by both parties that the provisions, of Title VII of the Civil Service Reform Act of 1978 expressed herein shall apply to all supplemental implementing, subsidiary or informal agreements between the parties.

**Section 3.** All regulatory material referenced in this Agreement will be maintained by management on a current basis for reference by the parties.

**ARTICLE 4**  
**RIGHTS OF EMPLOYEES**

**Section 1.** The Employer and the Association agree that employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Association or to refrain from such activity, except as expressly provided hereinafter and in Title VII of the Civil Service Reform Act of 1978. The right to assist a labor association and acting for the Association in the capacity of an Association Representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate Authority.

**Section 2.** Section 1 of this Article does not authorize participation in the management of an organization or acting as a representative of such an organization by a supervisor or by an employee when it would result in a conflict of interest or otherwise be incompatible with law c with the official duties of the employee.

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

**ARTICLE 5**  
**MATTERS SUBJECT TO CONSULTATION OR NEGOTIATION**

**Section 1.** The Employer and the Association recognize that matters appropriate for consultation or negotiation are personnel policies and practices and other matters affecting general working conditions of Unit employees which are within the discretion of the Employer. The Employer and the Association shall meet at reasonable times during the term of this Agreement and negotiate in good faith on these issues. It is agreed and understood that for the purposes of interpretation and application of this Agreement; and in the Labor-Management relationship for the duration of the Agreement, the terms consultation and negotiation are defined as follows:

"Consultation" is the process of providing information on personnel policies and practices and matters affecting general working conditions not specifically agreed to in this Agreement nor in any supplements or amendments thereto, seeking, and considering the Association's views on such Matters prior to implementation of person policy or practice or change in general working conditions. However, it is agreed and understood that the obligation to consult does not require an attempt to reach agreement prior to implementation of personnel policy or practice or change in general working conditions. Consultation is understood to be the process by which the parties will fulfil the obligation to negotiate under Civil Service Reform Act of 1978 and Executive Order 12871 for the life of this Agreement.

"Negotiation" is the process of exchanging written proposals on matters pertaining to personnel policies and practices and other matters affecting the general working conditions of Unit employees for the purposes of entering into this Agreement and any written supplement or amendment hereto. It is agreed and understood that the obligation to negotiate requires the parties to attempt to reach agreement in good faith.

**Section 2.** It is recognized that consistent with the provisions of Title VII of the Civil Service Reform Act of 1978 and Executive Order 12871, subject matter not covered by this Agreement may be appropriate for consultation as defined under this Article.

**Section 3.** Either party desiring or having an obligation to consult with the other shall inform the other party in advance and advise of the subject matter or issue giving rise to consultation.

**Section 4. PROCEDURES:** Prior to the Employer implementing a new or a change to existing personnel policy, practice or conditions of employment, the following steps shall occur:

**Step 1.** The Employer shall notify the Association in writing, that the Employer intends to make a proposed change and will advise the Association of the proposed implementation date. The Association shall acknowledge written receipt of the Employer's notification.

**Step 2.** Within ten (10) calendar days after the Association's receipt of the notification provided in Step 1 above, the Association 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 Association's notification and proposal(s).

**Step 3.** Upon receipt of the Association's request to negotiate and its written proposal(s), the Employer shall confer with the Association within ten (10) calendar 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 Association. In the event that after good faith diligent efforts on the part of the Association and the Employer mutual agreement cannot be reached, either the Employer or the Association 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 Association declares the impasse, the Employer may implement its last best offer pending formal resolution of the impasse. However, it is also understood that the Employer's implementation may require notification in the event that the Employer is directed to do so by the Federal Services Impasse Panel.

## ARTICLE 6 OVERTIME AND MULTISHIFTS

**Section 1.** The assignment of overtime work is a function of the Employer, Overtime shall be distributed equitably, not necessarily equally. Overtime assignments, whenever practicable, be distributed among volunteers in each respective section(s), taking into consideration their skills and qualifications. In the event enough eligible volunteers are not available; non-volunteer will be utilized. Non-volunteers will be selected based on their skills and qualifications. The allocation of overtime work assignments to volunteers and non-volunteers will be in an inverse order of accumulated hours of overtime worked.

**Section 2.** When overtime hours worked by a unit employee become disproportionate, it shall be the Employer's responsibility to take necessary action to alleviate the situation, so as to not create a hardship.

**Section 3.** Consideration will be given by the Employer to any employee's personal hardship when ordering overtime work assignments, subject to the paramount requirements of fulfilling the mission of the Employer. The hours of voluntary overtime declined will be considered overtime hours worked for the purposes of determining equity of overtime allocation.

**Section 4.** The Employer agrees to maintain and openly display employee overtime records each section. Records shall be maintained on a calendar year basis, subtotals quarterly. Employees transferring into a section will be entered at the group average. To maintain equity overtime distribution; employees who are out for a period of 14 calendar days or longer, upon return to the group, for record purposes, will be given the group average.

**Section 5.** The Employer agrees to give employees as much advance notice of overtime assignment as practicable. When employees are required to work on a Saturday or Sunday, every effort will be made to notify employees on the preceding Thursday. In the event of overtime assignment involving periods beyond the normal eight-hour workday the Employer make every reasonable effort to notify affected employee within four hours of starting their overtime assignments. However, lack of notification will not preclude the employees from working the overtime assignments.

**Section 6.** During overtime assignments which are expected to extend for a period longer than four hours beyond the normal eight-hour day, affected employees so assigned shall be permitted a reasonable amount of time to eat in a pay status providing there is no interruption or stoppage of work.

**Section 7.** Normally, use of approved annual leave or sick leave by an employee during a week shall not be considered in making overtime assignments. Overtime need not be assigned an employee who is not present on the date the overtime is assigned or is not at work on his/her regularly assigned shift immediately preceding the overtime shift assignment. Use of approved sick leave within the last five-day period will be a consideration by the immediate supervisor when assigning overtime. This judgment consideration is to allow the employee the chance for complete physical recovery.

**Section 8.** An employee shall receive at least two hours of overtime pay if he/she is called back to work at a time outside of and unconnected with, his/her scheduled hours of work within their basic workweek to perform unscheduled overtime work even though less than two hours' work is actually performed. Such overtime pay will be administered in accordance with regulations of higher authority and law.

**Section 9.** The Employer will make an effort to give employees their scheduled hours, or a full eight hours of productive work, when employees have reported P.P. scheduled overtime. However, this does not obligate the Employer to provide the scheduled amount of overtime work.

**Section 10.** Any overtime provision not specifically covered by this article will be administered in accordance with NAVAVNDEPOTINST 5330.1 series and P.L. 104-201, Section 1610.

**Section 11.** When the Employer determines it necessary to utilize a multi-shift operation, employees on second and third shifts will normally be rotated at 12 week intervals. Assignments of employees to second and third shifts will be made to the extent necessary to support and carry out the mission of the Employer and will be for a minimum of 12 weeks. It is agreed that temporary shifts or shift assignments of less than 12 weeks may be required occasionally to meet workload commitments or to accommodate unusual or difficult problems with personnel.

Assignments will be based on qualifications and ability, accomplish assigned tasks. The Employer will determine the qualifications, and may provide training to employees desiring shift assignments to become qualified for rotation. The Employer shall ensure that rotation is equitable and maintain a schedule of planned rotation for the employees in each section requiring multi-shift operations. It is recognized that first shift is the primary shift.

**Section 12.** Employees requesting a change of shift from day shift will be given every consideration in an attempt to satisfy the request. Equitable rotation of eligible employees shall be of primary importance to the Employer in the formulation and implementation of multi-shift/operations.

**Section 13.** Mandatory rotation will not normally be required unless the following conditions apply:

- (1) Balancing skills with workload, or
- (2) Employees have served a maximum of 9 months on 2nd or 3rd shifts.

When mandatory rotation occurs, the Employer agrees to rotate employees in accordance with procedures outlined in Section 11 of this article. Employees desiring to remain on second or third shift up to the maximum of nine months must notify their first level supervisor by memorandum at least two weeks prior to scheduled rotation, stating desired duration of the extension. Scheduled rotation will occur unless notice is given. Qualified employees with appropriate skills may exchange places with like employees on the rotation roster provided both agree, only one exchange will be granted in a twelve-month period.

**Section 14.** Shift supervision may be required when four to seven employees from a section are on a second or third shift. Normally this billet is filled by taking one of the employees affected and temporarily promoting him/her to a WN-4 position.

**ARTICLE 7**  
**LEAVE OF ABSENCE**

**Section 1.** The Employer agrees that the Association may designate employee members as representatives, elected or appointed, to an Association office or as a delegate to any Association activity. If absence from the job is necessary as a result of such designation or appointment, and workload permits, the designated employees, upon written request, will be granted accrued annual leave or leave without pay for the period requested.

## **ARTICLE 8 SAFETY**

**Section 1.** The Employer agrees that the Association may contribute to improved safety for the employees of the Unit by submitting in writing, through supervisory channels, suggestions concerning safety hazards and practices. In addition, the Association may refer items in writing to the appropriate Directorate representatives on the Naval Aviation Depot Safety Committee of those safety matters not within the cognizance of Division supervisors.

**Section 2.** The Employer agrees to conduct regularly scheduled "Stand-up Meetings," at two-week intervals, with employees of the Unit. Safety will be discussed by supervisors at these meetings and employees will be encouraged to make comments and recommendations on safe practices to their respective supervisors.

**Section 3.** The Employer agrees to provide a safe and healthful workplace for all employees and will make every effort to provide the most effective and efficient personal protective clothing at other safety devices to maintain personal safety and safe working conditions, and to apply applicable laws or regulations relating to the safety and health of its employees.

**ARTICLE 9**  
**PRIVILEGES, RESPONSIBILITIES AND PROHIBITIONS**

**Section 1.** The Employer agrees to recognize the officers and duly designated representatives of the Association and shall be advised in writing by the Association of the names of its officers and representatives within 10 days subsequent to their appointment or designation.

**Section 2.** Representatives and/or officers entitled to official time under this Agreement shall notify their supervisor prior to leaving the work area for the purpose of conducting Association business. Official time shall not be granted for the activities outlined in Section 3 of this article or for any other internal Association business. The representative and/or officer shall inform the supervisor of the general nature of the business (e.g. grievance meeting, Association/Management meeting, etc.), his/her destination, and the expected time of return to work. The immediate supervisor, in turn, shall obtain permission from the immediate supervisor of any employee or employees of the Unit to be contacted. Release of an Association representative/officer or other employees from work under this section will be granted, unless immediate and/or compelling workload requirements exist. In which case he/she will be informed of the approximate time release will be granted. Both the Association representative/ officer and the employee will notify their respective supervisors when they return to work.

**Section 3.** Solicitations of memberships and activities concerned with the internal management of the Association such as the collection of dues, membership meetings, campaigning for office, conduct of elections and distribution of literature or authorization cards will not be conducted during working hours. The Employer will give due consideration, when requested in writing by the Association, for the use of station facilities, for the purposes outlined in this section, outside regular working hours, normally prior to the beginning of the shift and during lunch periods.

**Section 4.** The Association may post material on unofficial bulletin boards, dealing with membership meetings, Association-sponsored conventions, or social events, Association officers and/or representative elections, or appointments. Any other material will require the approval of the Human Resources Office. The Association shall be responsible for maintaining material posted on the bulletin boards in good order and shall post material thereon outside of working hours of the officer or representative assigned to post Association material.

**Section 5.** To the extent practicable, the President and Executive Vice President shall be assigned to the first shift. If the Employer determines that an assignment to the second shift or third shift is required, the Employer shall consult with the Association and consider the preferences of the Association prior to the assignment of these Association officers.

**Section 6.** The Employer agrees that the National President, Vice President or National Representatives of the Association, who are not employees of the activity, may be admitted to the Activity upon approval of a request to the Employer via the Human Resources Director for the purpose of meeting with officials of the Employer during working hours. Such visits shall be governed by security regulations and the Employer reserves the right to require that such visits be escorted.

**Section 7.** The Employer agrees that unofficial bulletin boards may be used in unit offices for posting Association material as agreed to in this Article. Boards will be provided by the Employer in each unit office.

**Section 8.** Parking. Available parking areas will be designated for Employee parking as elos4 to assigned work areas as practicable.

a. Employees with temporary or permanent physical limitations and for whom assigned parking space is determined necessary by the Occupational Medical Officer will be assigned reserved parking space in accordance with NAVAVNDEPOT Instruction 5560.1 series.

**Section 9.** For attendance at training sessions/conferences, the Association Officers/Representatives are normally authorized excused absence. The Association will be entitled to a total of 80 hours for training in a single calendar year. Management will consider approving a request for excused absence for such activities beyond these limitations.

**Section 10.** The Employer agrees to provide an office for Association use at a mutually agreeable location. The office will be used to conduct normal labor-management relations business as outlined in this Agreement. The office will be sufficient to accommodate necessary office furnishings, including but not limited to locking desks and file cabinets, chairs, table and one telephone line. The Employer will provide a computer system with access to the Command's current ADP informational system. The Association in no event will use or permit the use of this office or equipment for matters relating to internal business during normal working hours. Proven disregard for the restrictions for the use of this office, outlined in this Article, may be a basis for withdrawal of this privilege.

## **ARTICLE 10 TRAINING**

**Section 1.** It is mutually understood that an organized and continuing program of on-the-job a classroom training for unit employees is of value to the Employer and the Association.

**Section 2.** In the development and administration of the Activity training program, the Employer agrees to consider and recognize employees of the. Unit for participation in appropriate training consistent with the need for such training as determined by the Employer. The scope of such training includes initial indoctrination of new Aircraft Examiners in the functions of the occupation and continuing familiarization of all Aircraft Examiners with respect to new and existing weapons systems and the changes in management concepts, ideas and procedures.

**Section 3.** With regard to the wide and varied involvement of Aircraft Examiner personnel within the Activity, rotation of Unit personnel shall be, considered as a method of training. Rotation for training shall be considered on a voluntary basis by members of said Unit or as a prerogative of the Employer. In the interest of stability, and to provide Unit members full opportunity to learn the functions of & particular area, it is agreed that employee requests for rotation for training purposes will be considered after said employee has spent one full year in the area.

**Section 4.** Due to the complexity, high cost, safety and maintenance requirements of weapons systems, it is essential that the capabilities of the Aircraft Examiner personnel be of the highest level. While it is expected that the personnel of the Examination and Evaluation sections are qualified to perform their duties as prerequisite to employment, some measure of further training is required on a continuing basis to maintain, update and upgrade the high level of capability of the Aircraft Examiner. Management will determine the training needed/ required, and to the extent practicable, will ensure that employees receive needed/required training on programs and/or systems which are related to the Aircraft Examiner trade or are of such nature as to increase their effectiveness and their value to the Naval Aviation Depot.

**Section 5.** Furthermore, the Employer and the Association recognize that each employee is responsible for applying reasonable effort and initiative, on his or her own time, to keep abreast of the changing technology of his or her occupation. The Association therefore agrees to encourage employees to take advantage of training and educational opportunities both during working hours and on the employees own time, which will add to the skills and qualifications needed by them for advancement, or as prerequisites for further training provided by the Employer in their occupational field.

**Section 6.** It is further agreed that in consideration of the time and expense invested by Unit members who pursue relevant and applicable outside training courses, the Employer agrees to give full consideration to the employee's request to complete said courses of study with regard to conflicts arising over shift rotation and assigned overtime. It is agreed that if shift rotation is necessary, the employee will make reasonable effort to provide for said rotation at the earliest convenient time, such as semester break or end of current study course.

**ARTICLE 11**  
**TRAVEL OF UNIT PERSONNEL**

**Section 1.** Employees when required to travel, shall do so only under conditions and procedures consistent with joint travel regulations. Furthermore, employees required to travel in the course of performing assigned duties shall be paid and shall receive per diem and travel allowances as provided by applicable regulations and pertinent NAVAVNDEPOT instructions and this Agreement.

**Section 2.** The Employer shall maintain a master list of all qualified examiners identifying the specific product each examiner is qualified to examine. This master list will be maintained in the Competency Manager as office. Each E & E Section supervisor will maintain a list of qualified examiners assigned to the Section. Assignment and rotation of qualified examiners will be made from this list. Qualified examiners who decline any travel assignment will be moved to the bottom of the list. When there are no volunteers, the next available qualified examiner will be assigned.

**Section 3.** In the development and implementation of travel plans for Association personnel, the Employer agrees to consider employees who would be affected by family hardships. It is further agreed that the Employer will rotate travel assignments among qualified personnel and that primary consideration will be given to individuals who work the respective production line and volunteer for travel. It is agreed that appropriate knowledge and skills needed by the Employer to complete the mission will be a prime consideration for assignment of employees.

**Section 4.** Examiners assigned to the Fleet Support/Repair/Maintenance Activity (FSRMA) will support non-Fleet Support Team (FST) product lines. Qualified examiners assigned to FST product lines will be afforded the opportunity to support FSRMA aircraft if qualification/certification is maintained. Their Section supervisor will determine their availability based on workload priorities.

**Section 5.** Travel orders will be issued to employees required to travel beyond a 50-mile radius of the NAVAVNDEPOT. To the extent known by the Employer such matters as purpose of travel, per diem allowances, types of quarters/housing available, anticipated duration of assignment and mode of transportation will be explained to employees prior to departure. Except in bonafide emergencies, the Employer will normally provide travel orders no later than the end of the shift one full work day prior to the last scheduled workday before the commencement of travel. The necessary on-the-job arrangements incident to travel will be transacted during normal duty hours.

**Section 6.** It is understood that an employee in a travel status is entitled to reasonable hours of rest and every effort will be made to avoid requiring employees to perform travel during unreasonable hours at night. Every consideration will be given to scheduling travel during working hours. Consideration of employee's personal comfort with respect to allowing reasonable hours of rest and adequate time for arrangements of accommodations shall also be a factor.

**Section 7.** A Unit employee shall be granted administrative leave in the amounts indicated below if the following conditions are satisfied:

- a. The employee is returning from a temporary duty station outside the continental United States; and
- b. The temporary duty station and the Employer's premises are separated by four or more time zones. The time zones in which the point of origin and the Employer's premises are located will not be included in the four time zones separating the points of travel; and
- c. The itinerary does not involve any scheduled stopovers or planned delays in excess of eight hours en route; and
- d. The day of or the day immediately following arrival at a San Diego transportation terminus is a regularly scheduled workday.
- e. If the arrival time in a San Diego transportation terminus is before the beginning of the shift or within the first four hours of the employee's regular work shift, administrative leave may be granted for the remainder of the day if the employee otherwise would have been in a duty status.

f. If the arrival time in a San Diego transportation terminus is after the first four hours of the employee's normal work shift, administrative leave may be granted for the remainder of the day. In addition, the employee may be granted administrative leave for the first four hours of the following day, if the employee would, otherwise have been in a duty status. For purposes of this section, times of arrival are local times.

**ARTICLE 12  
GRIEVANCE PROCEDURE**

**Section 1.** It is the intent of the parties that differences be resolved promptly, equitably and whenever possible informally. Most complaints arise from misunderstandings or disputes which can be settled promptly, and satisfactorily on an informal basis at the immediate supervisory level. Since the prompt settlement of complaints is desirable in the interest of sound labor-management relations, informal verbal discussion of complaints between employees and their immediate supervisor is not only recommended but encouraged.

**Section 2.** This procedure applies, without exclusion, to all matters subject to grievance procedures allowable under the Civil Service Reform Act of 1978 (Public Law 95-454) and such other matters as may subsequently be made derivable under laws enacted during the term of this Agreement and, except as provided by law, is the sole procedure for the resolution of such matters; provided however, that actions to separate employees during probationary period, termination of temporary or excepted appointments, determinations of employee qualifications, adoption or non-adoption of a suggestion, approval or disapproval of an award, termination of a temporary promotion, and any matter over which the Employer does not have discretionary authority shall be excluded from this negotiated Grievance Procedures and from Arbitration.

**Section 3. Employee Representation.** An aggrieved Unit employee's selection of representation under this Article must be as follows: (1) An Association representative, or (2) self-representation. When self-representation is elected, the Association will be given an opportunity to be present during the proceedings. The Association President will be notified in advance of all grievance meetings.

**Section 4. Informal Step - Employee Grievance**

A grievance presented by an employee, with or without Association representation, shall be presented informally under paragraph 4.B below prior to submitting a formal grievance. If no level of supervision in the appropriate Directorate has the authority to resolve the matter, the supervisor will refer the grievant and/or the Association representative to the Employee Relations Representative (NAVAVNDEPOT) for procedural guidance.

**A. Step 1**

An employee shall initiate the informal procedure by presenting the grievance orally or in writing to his/her immediate supervisor. It is the responsibility of the employee and/or the Association Representative, if representation is elected, to inform the immediate supervisor that a grievance is being presented under the negotiated procedure. If the supervisor is not so informed, the matter under discussion will not be considered as a grievance under this Article. The employee and/or the Association Representative shall state the facts giving rise to the grievance, cite the specific Agreement Articles and Sections and/or the policy, rule, regulations or guidance of higher level authority or law relied upon or claimed to have been violated, and state the specific remedy sought. The supervisor will consider the matter and give an oral answer within five (5) calendar days.

**B. Step 2**

If a satisfactory settlement is not reached at Step 1, the issue may be raised to Step 2 as a formal grievance. At this stage the grievance must be reduced to writing and presented to the appropriate Division Director within ten (10) calendar days of the immediate supervisor's informal answer. The written grievance shall contain the specific information required in oral/written presentation at Step 1. The Division Director or his/her designee will meet with the employee and/or the Association representative within five (5) calendar days to attempt to resolve the matter, and shall give a written disposition within ten (10) calendar days of such meeting.

### **C. Step 3**

In the event the decision rendered at Step 2 is unacceptable to the grievant, the grievance may be submitted in writing to the Deputy Director. Such submission must be made within ten (10) calendar days of the Step 2 decision. The Deputy Director or his/her designee shall meet with the aggrieved employee and/or the Association Representative within five (5) calendar days in an attempt to satisfactorily resolve the grievance. The Deputy Director or his/her designee will issue a written decision within ten (10) calendar days of such meeting.

## **Section 5.**

### **A. Association Grievance**

The Association may initiate a written grievance and submit it at Step 2 for consideration and decision by the Division, Director or his/her designee. Other procedural requirements for processing an Association grievance shall be as provided in Step 2 and Step 3 for an employee grievance in this Article. The Association may be represented by no more than two (2) individuals at grievance meetings under this section.

### **B. Employer Grievance**

Grievances initiated by the Employer will be submitted to the Association President. The Employer will follow the conditions and limits in Section 7 below in filing a grievance. A meeting will be held within ten (10) calendar days from receipt of the written grievance with two (2) Employer and Association representatives. The Association will issue its written decision within ten (10) calendar days from such meeting.

## **Section 6. Official Time**

The grievant and an Association representative may be excused without loss of pay or charge to leave from regular duty hours, if they are otherwise in a pay status, to be present at grievance meetings relative to the steps outlined above. Facilities for such meetings will be provided by the employer, as appropriate. If the Employer determines that another Unit employee should be present at a grievance meeting, the employee may be excused under said conditions.

## **Section 7. Time Limits, Extensions, and Non-observance of Time Limits**

### **A. Time Limits**

Except as provided in other Articles of this Agreement, grievances will not be considered unless they are taken up with the Employer within fifteen (15) calendar days after the incident which gives rise to the grievance or within fifteen (15) calendar days after the aggrieved becomes aware of the matter out of which the grievance arises.

### **B. Extensions and Non-observance of Time Limits**

All time limits herein may be extended by mutual agreement. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the Employee or the Association to advance the grievance to the next step. Failure of the Employee or the Association representative, as appropriate, to observe the time limits provided herein shall constitute a basis for termination of the grievance by the employee. The grievant may withdraw a grievance at any time. The Employer may cancel a grievance upon the death of the Employee and upon termination of the Employee's employment with the Association's bargaining unit.

**Section 8.** The Association and the Employer agree that when two (2) or more employees have identical grievances where no individual variations are involved, Management officials and the Association may consolidate the grievances.

**Section 9.** Employee grievances concerning disciplinary actions (e.g. letters of reprimand; suspensions of fourteen calendar days or less) shall be initiated at the step in the grievance procedure immediately above the level of supervision in which effected the action.

## **ARTICLE 13 ARBITRATION**

**Section 1.** Any grievance not resolved under the procedure specified, in Article 13 may be submitted to arbitration. Arbitration may be invoked only by the Association or the Employer upon written notification to the other party within ten (10) calendar days after issuance of the decision at the final step of the grievance procedure. Elections of employees, with the concurrence of the Association, to submit grievances concerning adverse actions to arbitration will be submitted in writing to the Employer within ten (10) calendar days of the issuance of the final decision of adverse action.

**Section 2.** Within ten (10) workdays from the date of request for arbitration, the parties shall meet and attempt to select an arbitrator. If the parties cannot jointly agree on the selection of an arbitrator, they shall, within three (3) working days of the initial meeting jointly submit a written request for a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within three (3) workdays from receipt of the list, the parties shall meet and select an arbitrator by the process of alternate striking of names. The first party to strike shall be determined by the toss of a coin.

**Section 3.** Either at the meeting to select an arbitrator, or at an otherwise mutually agreed to meeting, the parties will attempt to agree on a joint stipulation of issues and facts and/or joint submission of relevant background material. If, after diligent effort, the parties cannot agree on any or all joint submissions, each may submit a separate written statement of facts/issues to the arbitrator with a copy to the other party. Joint or several submissions should be forwarded to the arbitrator no later than ten (10) workdays prior to a scheduled hearing.

**Section 4.** The compensation and expense of the arbitrator and of arbitration shall be borne Equally by the parties. Arbitration hearings will be held on the Employer's premises during the regular day shift hours of the basic work week.

**Section 5.** Witnesses giving testimony relevant to the case will be excused from duty to the extent necessary to participate in an arbitration hearing; however, it is understood that overtime or compensatory time will not be paid to any employee for time involved in the proceedings.

**Section 6.** The process of arbitration will be carried out as expeditiously as possible. The arbitrator will, whenever practicable, render the decision in writing within thirty (30) calendar days after the conclusion of the hearing by sending copies of the decision to the Management Representative and the Local Association President.

**Section 7.** The arbitrator will be prohibited from adding to, modifying, or subtracting from the terms of this Agreement or any supplemental written agreement of the Parties.

**Section 8.** The Arbitrator's decision is final and binding on the Parties to this Agreement unless exceptions are filed in accordance with applicable laws or regulations.

**Section 9.** Grievances appealed to arbitration and which concern matters of possible continuing financial liability shall be given priority over all other types of grievances in the arbitration procedure at that time.

**Section 10.** The time limits cited in this article may be extended by the mutual agreement of the parties.

**Section 11.** Where not required by an arbitrator, either party shall have a right to, a hearing transcript at its own expense. The parties may agree to equally share the cost of a transcript.

**Section 12.** Should either the Association or the Employer raise a question of grievability/arbitrability, the arbitrator will be requested to issue a bench decision and rationale on that matter prior to considering any other issue raised in the case. If the arbitrator is unable to render a bench decision on grievability/arbitrability or if he/she determines the matter grievable/ arbitrable, he/she shall hear the remaining issues; if he/she finds the matter not grievable/arbitrable, the matter shall be withdrawn.

**ARTICLE 14**  
**RATING AND RANKING GRIEVANCES**

**Section 1.** Employees having questions concerning their rating of eligible or ineligible, ranking of qualified or highly qualified, or score, may make an appointment, via their supervisor, with the Staffing Branch, Employment and Classification Division, Human Resources Office, to review their application, the procedures, and the rating assigned. Action to arrange such an appointment must be initiated within fifteen (15) calendar days of receipt of the notice of rating. The applicant may be represented by an individual of their choice who shall be designated in writing.

**Section 2.** If the applicant believes (after the explanation in Section 1 above) that the application was not correctly rated, he/she may prepare a written grievance addressed to the Head, Staffing Branch, Employment and Classification Division, Human Resources Office, Bldg. #317. This grievance must be received within seven (7) calendar days of the meeting described in Section 1 above and must be specific concerning the job element(s) or qualification factor(s) the applicant believes were incorrectly evaluated.

**Section 3.** This rating grievance will be reviewed by the Deciding Official who will prepare a written response to the grievant within ten (10) calendar days. The score may be raised, remain the same, or may be lower on the basis of that review. The Deciding Official's decision will be final.

**Section 4.** The Employment Division Director is the designated Deciding Official for rating and ranking grievances.

**Section 5.** Grievances may be rejected, by the Deciding Official if they are not specific to the grievant or if there would be rip Gimp in the grievant's consideration for vacant positions or relative standing on the resister g result pf the grievance. The decision to reject a grievance may be grieved to the Human Resources Director.

**Section 6.** Other grievances such as violations of this Article or concerning a supervisor's appraisal of performance will be handled under the provisions of Article 12. Grievances concerning non-selection will not be accepted.

**ARTICLE 15**  
**PERFORMANCE RATING AND APPRAISAL**

**Section 1.** Performance evaluation is an integral part of the Employer's personnel management program. The program is intended to insure that performance elements for each employee position are identified and communicated to the employee; to insure that objective, job-related performance standards are developed and communicated to each employee; to appraise each employee's work performance on a continuing basis, using the performance standards developed; to use the results of appraisals, along with other pertinent information as a basis for assigning, training, rewarding, and retaining employees and for assisting employees in improving performance; to strengthen the employee/supervisor relationship and, to improve overall productivity of the Command's civilian work force.

**Section 2.** During the performance rating period the 0041 copy of the performance appraisal form NAVAVNDEPOTNI 12430/9 will be maintained in an area where the documents will be kept in a secure place with access limited to persons with a need-to-know as a part of their official duties. Unauthorized disclosure may result in a violation of the Privacy Act.

**Section 3.** The Employer and the Association mutually agree that the following matters are grievable under existing negotiated grievance procedures.

- a. Failure to inform an employee of critical elements and standards within the required timeframes;
- b. Failure to hold a progress review;
- c. Failure to complete a summary rating in a timely manner;
- d. Ratings on individual elements; and
- e. Summary rating level.

**Section 4.** Any employee, not in a probationary period, who is reduced in grade or removed as a result of the performance appraisal may appeal the action either to the Merit Systems Protection Board (MSPB) or, through negotiated grievance procedures, but not both.

**ARTICLE 16**  
**PROMOTIONS AND ASSIGNMENTS TO JOBS WITHIN THE UNIT**

**Section 1.** Promotions to fill Aircraft Examiner vacancies shall be made on the basis of qualifications, fitness and merit factors of record. The selecting official may select that candidate who is among the best qualified within the range of selection in accordance with the intent of governing regulations outlined by the Office of Personnel Management. Exceptions to this program apply when:

- a. Repromotions are effected in accordance with the provisions of Article 19 of this Agreement.
- b. Jobs are upgraded as a direct result of a reclassification where incumbents are automatically qualified.
- c. Mandatory placement is required by authority of the Office of Personnel Management.
- d. Other exceptions contained in instructions and regulations emanating from higher authority exist.

**Section 2.** The Employer agrees to keep promotional opportunity announcements and amendments thereto for at least ten (10) calendar days prior to the closing date. Such announcements shall clearly state the minimum qualification requirements for promotion to such positions. The announcements shall be posted on all official bulletin boards in the Unit areas and additional copies of the job opportunity announcement shall be distributed by the Employer to the Association.

**Section 3.** A temporary promotion may be made as an exception to competitive promotion procedures consistent with Federal Personnel Manual regulations for periods of not less than 30 days and not more than 120 days to fill the vacancy on a temporary basis pending establishment of a valid promotional register or to fill a temporary staffing requirement.

**Section 4.** No detail will be made for the purpose of evading the principles of the merit promotion program and will be in accordance with current NAVAVNDEPOT instructions.

**ARTICLE 17**  
**DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1.** Disciplinary or adverse action against employees within the Unit will be taken only for just cause.

**Section 2.** An Association Representative or Officer shall be given the opportunity to be present at any examination of a Unit employee by a representative of the Employer in connection with an investigation if -

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

**Section 3.** The parties agree to use an Alternate Discipline Program for all infractions except drug and health/welfare/safety of personnel-related infractions (i.e., physical contact, threats, abusive language, etc.). For the offense(s); the employer may substitute letters of reprimand in lieu of progressive suspensions (i.e., letter of reprimand in lieu of one day suspensions, letters of reprimand in lieu of three day suspensions, etc.). The letter of reprimand, for purposes of determining past disciplinary records and appropriate penalties, would be the same as suspension(s).

**Section 4.** An employee receiving a notice of adverse action may, with the concurrence of the Association, submit the matter to Arbitration in accordance with the provisions of Article 14, or may appeal to the Merit Systems Protection Board, but not both.

**ARTICLE 18**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The parties to this Agreement affirm the policy of providing equal employment opportunity for all qualified persons and prohibiting discrimination on the basis of race, color, religion, sex, national origin, age and physical or mental handicap. Any employee believing that an act of prohibited discrimination has been committed which adversely affected the employee may pursue the matter through the negotiated grievance procedure or through the regulatory procedure, but not through both.

**ARTICLE 19**  
**REDUCTION IN FORCE**

**Section 1.** All reduction in force (RIF) actions shall be accomplished in compliance with existing law, rules and regulations, including the Priority Placement Program.

**Section 2.** The Employer agrees to notify the Association when there is a change in the number of encumbered unit positions being considered for abolishment during a RIF action.

**Section 3.** When a RIF becomes necessary, the Employer agrees to advise the Association as far in advance as practicable, and of the reasons therefore. The Association may present its views and recommendations concerning the implementation of such RIF actions. The Association will provide its assistance in communicating to the employees the reason for the RIF.

**Section 4.** As a part of pre-RIF placement efforts to minimize the need for a RIF, the Employer may at its discretion, without use of RIF procedures, reassign a Unit Employee or permit a voluntary change to lower grade to a vacant position for which the employee does not meet minimum qualification requirements, when the Employer determines the Employee has the capacity, adaptability and special skills needed to perform the duties of the position. It is understood that such actions must be in accordance with applicable law and regulations.

**Section 5.** Notice Period. The Employer in accordance with regulations, must give each competing Employee at least 120 days' written notice before taking a RIF action. The Employer must satisfy this requirement by issuing a specific RIF notice at least 120 days before the RIF effective date.

**Section 6.** It is understood that in accordance with regulations, a RIF notice is a written communication from the Employer to an individual Employee announcing that he/she will be affected by a RIF action. A specific notice must be in accordance with regulations but is not limited to the following information:

- a. The specific RIF action to be taken.
- b. The effective date of the action.
- c. The Employee's competitive area, competitive level, subgroup, service date, and annual performance ratings received during the last three years.
- d. The place where the Employees may inspect the regulations and records pertinent to his/her case.
- e. The Employee's appeal or grievance rights.

**Section 7.** The Employer agrees the Employees may be represented by the Association during the RIF, i.e., at briefings, counseling and meetings.

**Section 8.** In the event of a RIF, Employees covered under this collective bargaining agreement, the negotiated grievance procedure is excluded from application and those effected by the RIF shall raise the issue under the Merit System Protection Board appellate procedures.

**Section 9.** Two officers of the Association will be allotted sufficient time during working hours to prepare, review and present pertinent information and forms to all Employees effected by a RIF covered under this Agreement, including immediate appeal to the Merit System Protection Board.

**ARTICLE 20**  
**WORKING CONDITIONS**

**Section 1.** Adequate working conditions will be provided, including those provided for functions normally performed in an industrial office environment. Adequate industrial office environment is defined as an enclosed office with proper lighting and environmental controls. The Aircraft Examiner office conditions will be at least equal to other office areas in the same general work area.

**Section 2.** The Employer agrees that to the maximum reasonable extent all employees in the Unit consistent with job requirement will be given fair and equitable treatment with regard to job assignments in general and with regard to details, loans, and/or menial or dirty tasks in particular,

**Section 3.** All Employees covered under this Agreement shall be exempt from time and attendance clocking, including exemption from clocking attendance via the transactor, or other similar devices. This exception may be withdrawn or suspended from an individual who abuses this privilege.

**Section 4.** Telephone use will be in accordance with NAVAVDEPOTINST 2305.1.H.

**ARTICLE 21**  
**JOB DESCRIPTIONS AND WORK ASSIGNMENTS**

**Section 1.** The Employer agrees to make every effort to assure that the job descriptions of employees in the Unit are appropriate to the work currently being performed by the Unit employees.

**Section 2.** The Association recognizes the right of the Employer to detail employees to perform work not covered by their job descriptions and to take whatever action may be necessary to carry Out the Agency mission during emergencies. However, the requirement of a trade background to the Aircraft Examiner rate shall, under normal conditions, be kept in perspective.

**Section 3.** The Employer agrees that when an employee in the Unit believes his or her job description does not accurately describe continuing major duties and responsibilities, a discussion and review with the immediate supervisor shall be granted. The employee may be accompanied by an Association Representative in this regard. The Employer agrees to fully consider any information which the employee and his or her representative may present and to discuss any information, justification and pertinent points of view regarding the situation.

**Section 4.** It is further agreed that the employees' job descriptions will be readily available for their review. The Employer agrees that upon request, job classification standards and all pertinent data will be made available in the Human Resources Office for review by an employee in the Unit and/or an Association Representative.

**Section 5.** When official changes to any job description in the Unit are proposed of such nature that these would cause changes in the classification, pay, grade, title or qualification requirements, the employee or employees concerned and the Association President will be advised so as to permit consultation in the impact and implementation of such changes.

**ARTICLE 22**  
**PARTICIPATION IN APPROVED CHARITY DRIVES**

**Section 1.** The Employer and the Association mutually agree that Depot employees in the Unit will be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Association exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or privileges that otherwise would be extended to any employee in the Unit will be withheld; nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

**ARTICLE 23**  
**MANAGEMENT-ASSOCIATION MEETINGS**

**Section 1.** It is agreed that standup meetings will be conducted regularly on a biweekly schedule.

**Section 2.** Meetings between three Association officials and the Deputy Director and Division Directors will be scheduled and held monthly to discuss matters of mutual concern.

**Section 3.** Reasonable time during working hours will be allowed for three Association officials to prepare Association agenda items for Association-called meetings with the Division Directors and Deputy Director as specified in Section 2 of this Article. In most instances, one hour should be sufficient; and under no circumstance should such preparation for a meeting exceed two hours. Facilities for such meetings will be provided by the Employer as determined to be available and appropriate.

**ARTICLE 24**  
**GENERAL PROVISIONS**

**Section 1.** The Employer agrees to print and furnish a copy of the Agreement between the Association and the Employer to each current employee of the Unit, plus spare copies will be furnished to the Association. New Unit employees will be given a copy of this Agreement and informed of the existence of the Association by the immediate supervisor.

**Section 2.** The Employer agrees to furnish the Association one locking filing cabinet for their use at a mutually agreed location on the Employer's premises.

**ARTICLE 25**  
**CIVILIAN EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer and the Association jointly fully support the principle of a drug free workplace. To assist in meeting this objective, the Civilian Employee Assistance Program (CEAP) is designed to provide assistance, to civilian employees whose alcohol abuse, drug dependence, medical, emotional financial, or interpersonal problems are causing job performance deterioration or deficiencies.

**Section 2.** It is the Employer's policy that alcohol and drug dependency are to be recognized and managed as treatable health problems, where job performance or conduct are impaired as a direct consequence. To this end, the Employer will identify and discuss the unacceptable or deterioration work performance with the Employee. The Employer shall inform the employee that the CEAP program is available.

**Section 3.** Approved leave for alcohol or drug abuse treatment or rehabilitation will be granted by the Employer, as appropriate.

**Section 4.** The Association and the Employer strongly encourage employees who suspect that they may have an alcohol or substance abuse problem or a personal problem which is affecting their work performance or conduct, to discuss the matter with an Association or Employer representative; or a CEAP Counselor. Such as an employee will not have job security or promotional opportunities jeopardized by making a request for referral and assistance except as limited by laws relating to sensitive positions.

**Section 5.** The designated Association Representative will maintain contact with CEAP program. The Employer agrees to authorize an Association Representative official time to attend local training sessions which are arranged by the Employer for the purpose of imparting information to bargaining unit employees with respect to the CEAP program.

**Section 6.** It is agreed and understood that involvement with illicit drugs is misconduct which may subject an employee to removal from further employment with the Employer.

**ARTICLE 26**  
**AGREEMENT COVERAGE, DURATION AND CHANGES**

**Section 1.** The Provisions of this Agreement shall become effective upon the date of approval by the Department of Defense (DoD), and shall remain in full force and effect for three years from such date, provided that this Agreement shall terminate at any time it is determined that the Association is no longer entitled to exclusive recognition under the provisions of the Civil Service Reform Act.

**Section 2.** At the request of either the Employer or the Association, the parties shall meet to make arrangements for renegotiation of this Agreement. Such request must be submitted no later than sixty days nor earlier than ninety days prior to the expiration of the three-year period from the date of DoD approval of the Agreement.

**Section 3.** In the event this Agreement is not terminated as outlined in Section 1 above, and neither the Employer nor the Association requests to renegotiate this Agreement, as described in Section 2 above, the terms of this Agreement shall be automatically renewed for an additional one year beginning on the terminal date of the three-year duration. Such renewal will be subject to conformance with existing published policies of the Department of the Navy, Department of Defense, regulations or other appropriate authorities, the Civil Service Reform Act, applicable laws at the time it is renewed, and will be reviewed by DoD.

**Section 4.** By mutual consent of the parties, this Agreement may be opened for amendment at any time. Also, modification or amendment of this Agreement may be required by higher authority because of changes in applicable laws or by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or by the Federal Personnel Manual, after the date DoD approved this Agreement. Such amendments will require DoD approval prior to incorporation into this Agreement. A request for amendment by either party must be in writing and must include a summary of the proposed changes. The parties will meet within fifteen (15) calendar days after receipt of the proposed Amendment to discuss the matter. If the parties mutually agree that amendment is warranted, representatives of each party will proceed with negotiation. Negotiation will be restricted to those matters which have a direct bearing on those provisions of the Agreement which the parties have mutually agreed to amend. Agreed-upon amendments will be reduced to writing. Amendments approved by DoD become a part of and are subject to the same terms at the basic Agreement.

**Section 5.** Except for dues withholding arrangements, this Agreement supersedes all previous Agreements or understandings between the Parties, either oral or written, and contains the entire understanding between the Parties on all matters specifically negotiated herein. The Parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by applicable laws, rules or regulations from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement and any renewed continuation under this Article, each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement.