

Negotiated Agreement Southeast DoN/AFGE



**Consolidated Units of the American Federation of
Government Employees**

Commander, Navy Region Southeast

**Fleet and Industrial Supply Center Jacksonville
(currently named Fleet Logistics Center (FLC) Jacksonville)**

Naval Facilities Engineering Command – Southeast

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PREAMBLE

I. Pursuant to policy set forth in Title VII, Public Law 95-454 Civil Service Reform Act of 1978, Federal Service Labor-Management Relations, Chapter 71, Title 5, United States Code (hereinafter referred to as the STATUTE), and subject to all applicable statutes, Executive Orders and relative regulations and directives issued by the Office of Personnel Management, Department of Defense and Department of the Navy, the following Articles constitute an AGREEMENT made by and between Consolidated Units of the American Federation of Government Employees, AFL-CIO, hereinafter a UNIT (individually) or the UNION (collectively), associated with the following Commands, hereinafter the EMPLOYER (individually) or EMPLOYERS (collectively):

1. Commander Navy Region Southeast (CNRSE);
2. Fleet and Industrial Supply Center Jacksonville, Florida (FISC) (currently named NAVSUP Fleet Logistics Center Jacksonville, Florida); and
3. Naval Facilities Engineering Command Southeast (NAVFAC SE).

The PARTIES acknowledge that the American Federation of Government Employees (AFGE), AFL-CIO has currently designated Council 243 as its agent for representation of the Federal Labor Relations Authority (FLRA) certified Units of the American Federation of Government Employees (AFGE), AFL-CIO as set forth in Article 1.

II. The PARTIES recognize that experience in both private and public employment indicates that:

1. The statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

- a. safeguards the public interest,
- b. contributes to the effective conduct of public business,
- c. facilitates and encourages the amicable settlement

of disputes between employees and their employers involving conditions of employment; and,

2. The public interest demands the highest Standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the EMPLOYERS.

III. Therefore, the PARTIES recognize that labor organizations and collective bargaining within civil service are in the public interest. The Parties agree that the STATUTE:

1. Prescribes certain rights and obligations of employees to the Federal Government;

2. establishes procedures designed to meet the special requirements and needs of the Government; and

3. provides that its provisions should be interpreted in a manner consistent with the requirements of an effective and efficient Government.

IV. The PARTIES also agree to advocate partnership between the EMPLOYERS and the UNION (see Articles 3 and 4) in order to:

1. Produce high quality service and products;

2. provide employees with continuous skill learning and educational opportunities;

3. recognize all employees as valuable assets who deserve a quality workplace;

4. foster the spirit of teamwork within the workplace to accomplish our goals;

5. provide joint alternative dispute resolution training to the parties;

6. ensure open communication, mutual respect, and trust among all employees;

7. remove barriers to enhanced productivity, flexible work processes, improved working conditions, and continuous quality improvements; and

8. utilize interest-based bargaining techniques to resolve workplace issues.

V. The PARTIES agree to support partnership by incorporating pre-decisional involvement, positive attitudes, mutual respect, information sharing, joint training, cooperation, shared responsibility, timeliness, receptiveness, openness, and trust.

VI. The PARTIES agree to bargain collectively in good faith. They shall pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance as well as military readiness within the Department of the Navy while considering the legitimate interests of the PARTIES.

VII. It is the intent of the PARTIES to only negotiate Articles that reflect shared common interests that are mutually inclusive. Supplemental agreements/Memoranda of Agreement/Memoranda of Understanding (MOAs/MOUs) or local procedures may be negotiated by any of the PARTIES. Supplemental agreements, MOAs and MOUs will cover those matters which are unique and appropriate to each EMPLOYER and its associated UNIT (See Article 37). Unless otherwise agreed to in writing, on a case by case basis by the UNION and the EMPLOYER, all bargaining will be conducted at the level of exclusive recognition as set forth below:

1. For the Consolidated Commander, Navy Region Southeast (CNRSE) unit of AFGE, AFL-CIO, bargaining will occur at the CNRSE Region level (also referred to as the consolidated level).

2. For the Consolidated Non-Professional FISC Jacksonville Unit of AFGE, AFL-CIO, bargaining will occur at the FISC Jacksonville (currently known as NAVSUP Fleet Logistics Center Jacksonville) Headquarters level (also referred to as the consolidated level).

3. For the NAVFAC Southeast (NAVFACSE) Unit of AFGE, AFL-CIO, bargaining will occur at the NAVFACSE Headquarters level.

VIII. In recognition of the respective rights, needs and obligations of the PARTIES, the PARTIES agree to the following articles:

ARTICLE 1
PARTIES TO THE AGREEMENT AND COVERAGE

SECTION 1. PARTIES to this AGREEMENT are American Federation of Government Employees (AFGE), AFL-CIO; the Federal Labor Relations Authority (FLRA) certified Units of AFGE; Commander, Navy Region Southeast, Jacksonville, Florida; Fleet and Industrial Supply Center (FISC) (currently known as NAVSUP Fleet Logistics Center Jacksonville); and Naval Facilities Engineering Command - Southeast.

SECTION 2. AGREEMENT COVERAGE

A. This AGREEMENT covers all employees, hereinafter EMPLOYEES, employed by the EMPLOYERS and exclusively represented by AFGE's designated representative as set forth below:

B. Consolidated Units of the American Federation of Government Employees, AFL-CIO and Commander, Navy Region Southeast, Jacksonville, Florida, as follows:

(1) all nonprofessional EMPLOYEES of the Commander, Navy Region Southeast, Southeast Regional Training Academy, Kings Bay, Georgia and excluding all professionals, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7);

(2) all nonprofessional EMPLOYEES of the Commander, Navy Region Southeast, Regional Resources and Management Department, and excluding all professionals, management officials, supervisors and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7);

(3) all graded appropriated fund EMPLOYEES employed by the Naval Air Station, Jacksonville, Florida and excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7);

(4) all eligible EMPLOYEES of Naval Air Station, Key West, Florida and excluding professional employees, managerial officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7);

(5) all nonprofessional General Schedule (GS) and Wage Grade (WG) EMPLOYEES of the Naval Air Station Pensacola, Pensacola, Florida and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C.7112 (b) (2), (3), (4), (6) and (7);

(6) all nonprofessional Wage Grade (WG) and General Schedule (GS) EMPLOYEES who are employed by the Commanding Officer, Naval Air Station, Whiting Field, Milton, Florida and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C.7112(b) (2), (3), (4), (6) and (7);

(7) all EMPLOYEES of the Naval Air Station, Meridian, Mississippi and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C.7112(b) (2), (3), (4), (6) and (7);

(8) all EMPLOYEES of the Naval Air Station Corpus Christi, Texas and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C.7112(b) (2), (3), (4), (6) and (7);

(9) all EMPLOYEES of the Naval Air Station Kingsville, Kingsville, Texas and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C.7112(b) (2), (3), (4), (6) and (7);

(10) all nonsupervisory wage grade and general schedule Department of the Navy EMPLOYEES of the Naval Air Station, Joint Reserve Base, Fort Worth, Texas, including the position of Supervisory Fire Fighter, GS-0081-8 and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C.7112(b) (2), (3), (4), (6) and (7);

(11) all professional and non-professional EMPLOYEES of the Naval Station Mayport, Florida and excluding management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7);

(12) all nonprofessional General Schedule and Wage Grade EMPLOYEES of the Naval Submarine Base, Kings Bay, Georgia and excluding all professional employees, temporary employees, Co-op students, Stay in School Students, CCEP/FJFP students, management officials, supervisors and employees described in 5 U.S.C.7112(b) (2), (3), (4), (6) and (7);

(13) all EMPLOYEES, including temporary EMPLOYEES, of the Naval Construction Battalion Center, Gulfport, Mississippi and excluding all employees of tenant activities, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7);

(14) all nonprofessional appropriated fund EMPLOYEES employed by the Naval Support Activity, Panama City, Florida and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7);

(15) all nonprofessional EMPLOYEES of the Naval Support Activity, Orlando, Florida and excluding all professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7); and

(16) all nonprofessional EMPLOYEES employed by Naval Support Activity Mid-South (NSA Mid-South), Millington, Tennessee and excluding all professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

C. Consolidated Units of the American Federation of Government Employees, AFL-CIO and Commander, Navy Region Southeast, Jacksonville, Florida, NON-APPROPRIATED FUND (NAF) EMPLOYEES as follows:

(1) Naval Air Station Key West: all Regular Full-Time and Regular Part-Time non-appropriated fund nonprofessional employees of the Morale, Welfare, and Recreation, the Child and Youth Programs, Navy Gateway Inns and Suites, and Unaccompanied Housing (UH), facilities of the Naval Air Station, Key West Florida and excluding all non-appropriated fund professional and Flexible employees and management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7);

(2) Naval Station Mayport: all Regular Full-Time and Regular Part-Time non-appropriated fund nonprofessional employees of the Morale, Welfare, and Recreation Business Office, Community Recreation, Fitness, Liberty, Golf, Bowling and Bingo facilities, Deployed Forces, and Child and Youth Programs, Naval Station, Mayport, Florida and excluding all non-appropriated fund Flexible and professional employees; employees of the Morale, Welfare, and Recreation Department Conference Centers, lounges, and bars; and management officials,

supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7);

(3) Naval Sub Base Kings Bay: all nonsupervisory non-appropriated (NAF) employees employed by the Naval Submarine Base, Kings Bay, Georgia, Department of the Navy and excluding all professionals, supervisors, management officials, non-appropriated employees employed by the Navy Exchange (NEX), temporary employees and employees described in 5 U.S. C. 7112(b)(2), (3), (4), (6) and (7);

(4) NCBC Gulfport: the non-professional non-appropriated fund bargaining unit employees of the Child Development Center, Naval Construction Battalion Center, Gulfport, Mississippi and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7);

(5) Stennis: all non-professional, non-appropriated fund employees of the Child Development Center, Naval Construction Battalion Center (NCBC), assigned to John C. Stennis Space Center, Gulfport, Mississippi, Commander, Navy Region Southeast (CNRSE) and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7);

(6) Naval Support Activity Mid-South: all non-professional, non-appropriated fund employees of the Child Development Center, Naval Support Activity, Mid-South, Millington, Tennessee and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7); and

(7) Naval Air Station Kingsville: all regular, part-time, flex and temporary employees employed by the Morale, Welfare and Recreation (MWR) Department, Naval Air Station Kingsville, Texas, who are paid from non-appropriated funds (NAF) and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

D. Consolidated Non-Professional Unit of the American Federation of Government Employees, AFL-CIO, and the Fleet and Industrial Supply Center Jacksonville, Florida to include all nonprofessional EMPLOYEES of the Department of the Navy, Fleet and Industrial Supply Center (FISC), Naval Air Station, Jacksonville, Florida, including EMPLOYEES assigned to the

Naval Air Depot, Jacksonville, Florida, Detachment, the South Texas Detachments; Kings Bay, Georgia and Charleston, South Carolina, Customer Support Sites; the Key West, Florida Site; the Pensacola, Florida Site; the Panama City, Florida, Site; the Meridian, Mississippi Site; the Gulfport, Mississippi Site; and the Fort Worth, Texas Site and excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

E. The Unit of the American Federation of Government Employees, AFL-CIO, and the Naval Facilities Engineering Command - Southeast to include all non-professional EMPLOYEES of the Naval Facilities Engineering Command - Southeast, U.S. Department of the Navy and excluding non- professional employees of the Public Works Department Pensacola, the Public Works Department Whiting Field, and the Public Works Department Charleston, all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

SECTION 3. The PARTIES agree that any appropriate AFGE local or other appropriate bargaining unit, together with its affiliated command, may be added to and covered by this AGREEMENT at any time during the life of this AGREEMENT with approval by the FLRA.

ARTICLE 2
ADMINISTRATION OF THE AGREEMENT

SECTION 1. In the administration of all matters covered by this AGREEMENT, the PARTIES are subject to all applicable existing or future laws, statutes, Government-wide rules in existence at the time the AGREEMENT is approved and executive orders of appropriate authorities of the federal government. This section of the AGREEMENT will also apply to all supplemental, implementing, subsidiary or informal agreements by and between the PARTIES. Any lawful waivers of the rights given to the EMPLOYER or the UNION by the STATUTE must be clearly and unmistakably set forth in this AGREEMENT and understood to be waived by both the UNION and the EMPLOYER.

SECTION 2. The terms and conditions of this AGREEMENT will supersede any personnel policy, practice, Memoranda of Agreement/Understanding (MOAs/MOUs), or instruction within the authority and discretion of the PARTIES, which are in effect on the effective date of this AGREEMENT, to the extent they conflict with the terms and conditions of this AGREEMENT (See Article 38).

SECTION 3. The PARTIES will not make any changes to this AGREEMENT except as provided by Article 37. Supplemental agreements such as MOAs/MOUs may be negotiated in accordance with Article 38.

ARTICLE 3
LABOR-MANAGEMENT RELATIONS

SECTION 1. It is agreed by the PARTIES that the policy regarding labor-management relations is:

A. To conduct the relationship in a climate of cooperation, understanding, and Partnership.

B. For the PARTIES at all levels to demonstrate affirmative willingness in working toward the continued improvement of personnel policies, practices, and matters affecting working conditions, and the resolution of problems at the lowest appropriate organizational level.

C. To safeguard and respect the right of EMPLOYEES to form, join and assist, without fear of penalty, any lawful Union as defined by the STATUTE.

SECTION 2. The EMPLOYER and the UNION agree to meet as the need arises to discuss personnel policies and practices, problems which are recurring in nature, and any matters affecting the general working conditions of their EMPLOYEES. Such meetings may be requested by either PARTY. Should either PARTY request a meeting with the other, it is agreed that they shall meet promptly and in the spirit of complete Partnership.

SECTION 3. The PARTIES to the discussion have rights and obligations under the STATUTE to present their views and to objectively consider the views of the other PARTY.

SECTION 4. The PARTIES recognize that they have a common interest and obligation to bargain collectively in good faith, pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, EMPLOYEE empowerment, organizational performance, and military readiness, while considering the legitimate interests of both PARTIES.

SECTION 5. The normal point of contact between an EMPLOYER and the UNION for the purpose of discussing questions that may arise concerning the general administration or interpretation of this AGREEMENT, or regulations, or other matters involving the overall relations between them will be, for the UNION, the duly designated UNION representative or their designee; and for the EMPLOYER, the Commander/Commanding Officer or their designee.

SECTION 6. The EMPLOYER and the UNION agree to maintain open, two-way communications on issues that impact EMPLOYEES or the EMPLOYER as soon as possible. Official notification between them must be in writing and will be jointly established by the EMPLOYER and the UNION.

ARTICLE 4
LABOR-MANAGEMENT PARTNERSHIPS

SECTION 1. PURPOSE. The purpose of Labor-Management Partnerships is to develop a united team with a common purpose and vision, creating an organization that works better and costs less.

SECTION 2. GOAL. The goal is to involve representatives as equal partners to identify problems and, together, craft solutions to better serve customers and accomplish the mission. Technical Representatives may be called upon for advice.

SECTION 3. The EMPLOYER and the UNION will determine the method for addressing, discussing and negotiating any issue impacting the working conditions in accordance with the STATUTE. These discussions may be conducted in forums to include, but not limited to, labor-management forums, councils, tactical execution teams or other similar bodies. The above language is not intended to abridge any right of the PARTIES under law, rule, or regulation.

SECTION 4. Decisions, actions, and agreements by any group established under this section will be memorialized by written agreement between the PARTIES.

SECTION 5. The PARTIES agree to set up a labor-management forum consisting of all the PARTIES to this Agreement. This forum will meet as needed, as mutually agreed to by the PARTIES, but at least once annually to discuss any labor-management issues that are happening in the region.

SECTION 6. Each EMPLOYER and the UNION agree to set up a labor-management forum. This forum will meet as needed, as mutually agreed to by the PARTIES, but at least twice per year to discuss any labor-management issues that are happening in the region. This forum, by mutual consent of the PARTIES, may implement sub-forums.

SECTION 7. The PARTIES agree to request assistance from Federal Mediation and Conciliation Service (FMCS) or other mediation service to resolve any impasse issue. Through mutual discussions these forums will develop a vision statement and plan of action.

SECTION 8. Each forum's plans may include, but are not limited to:

- A. types of issues that the forum will address;
- B. size of the forum and number of forums required;
- C. structure of the forum and ground rules;
- D. membership with equal representation of the PARTIES;
- E. frequency of meetings;
- F. open sharing of information to/from the forum;
- G. decision-making by consensus;
- H. joint training.

ARTICLE 5
LABOR-MANAGEMENT TRAINING

SECTION 1. The PARTIES jointly agree that it is in their best interests to receive training concerning applicable laws, regulations, new developments pertaining to Labor-Management relations, and Partnerships to include Alternative Dispute Resolution processes.

SECTION 2. The PARTIES will determine the specific training programs and procedures for providing training.

SECTION 3. Managers, Supervisors and EMPLOYEES will be provided training regarding this AGREEMENT.

ARTICLE 6
SAFETY AND HEALTH

SECTION 1. The PARTIES are committed to having a workplace environment that is safe, healthy and productive. The PARTIES agree to cooperate in this effort by encouraging EMPLOYEES to work in a safe manner and report all observed unsafe or unhealthy working conditions. The PARTIES also agree that:

A. All EMPLOYEES have a right to work in an environment free of harassment, intimidation, threats, or bullying of any kind. All EMPLOYEES are expected to adhere to a standard of conduct that is respectful and courteous to others. EMPLOYEES are responsible for immediately reporting any threats or acts of violence to the EMPLOYER.

B. Intimidation, threats, harassment, assaults, or acts of violence by anyone at any level, will not be tolerated. The EMPLOYER will take swift and appropriate actions when any such incidents occur.

C. Any EMPLOYEE who is assigned to a job that he/she has reasonable basis to believe will be dangerous to life, limb, or health will immediately report the circumstances to his/her supervisor who will promptly investigate the situation and take appropriate corrective actions. Supervisors will contact the EMPLOYER'S occupational safety office for assistance, as necessary. Supervisors will inform the reporting EMPLOYEE(s) of all action taken in writing. The safety office will investigate all reports brought to its attention (alleged imminent danger situations within 24 hours, potentially serious situations within three days, and all other situations must be investigated within ten working days). If the reported situation involves a health hazard, as opposed to a safety hazard, the safety office will refer the report to the cognizant medical activity for investigation as necessary, the UNION will be notified of all safety and health threats to EMPLOYEES.

D. The EMPLOYEES shall be properly trained to safely perform their duties in areas that require specific training.

SECTION 2. The EMPLOYER will provide the necessary protective clothing, equipment and safety devices for all EMPLOYEES in accordance with applicable standards/laws/directives. The local safety office will provide the UNION with a copy of the local

prevailing rates upon request but not more than quarterly. The EMPLOYER may pay for safety shoes and safety eye glasses at the time of purchase.

SECTION 3. The EMPLOYER agrees to notify the UNION representative within a reasonable period of time, of any lost time, on-the-job accident wherein an EMPLOYEE is injured. The EMPLOYER and the UNION will develop a method by which this information is passed.

SECTION 4. An EMPLOYEE who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by the attending physician in consultation with the Medical Officer of the EMPLOYER if that consultation is deemed necessary by the EMPLOYER.

SECTION 5. When the Medical Officer of the EMPLOYER determines that an EMPLOYEE is physically unfit for duty after reporting for work, the EMPLOYER will make arrangements for transportation, if medically necessary or medically requested, to a medical facility or to the EMPLOYEE'S home. The EMPLOYER and the UNION agree that all laws and regulations concerning HIPPA and Privacy Act as applicable to the Department of Defense will be strictly adhered to when dealing with EMPLOYEE medical information.

SECTION 6. Information concerning the location and applicable regulations and procedures of the Office of Federal Workers' Compensation Programs, Department of Labor, will be provided by the EMPLOYER.

SECTION 7. The EMPLOYER agrees to obtain prompt emergency medical service and first aid for EMPLOYEES who become injured or seriously ill on the job.

SECTION 8. EMPLOYEES who suffer an on-the-job injury will report such an injury immediately to their supervisor/EMPLOYER and receive medical attention. If the EMPLOYEES are disabled because of a traumatic injury, they may use Continuation of Pay (COP) not to exceed 45 days or sick or annual leave, for the period of disability consistent with applicable law and regulation. If EMPLOYEES elect to use sick or annual leave, a SF-71 and/or appropriate leave request within an automated time and attendance system will be completed for such action and submitted to the EMPLOYER.

SECTION 9. The PARTIES recognize their mutual obligation to help prevent, discourage and expose Workers Compensation fraud/abuse by notifying the appropriate authorities (See Article 35).

SECTION 10. The EMPLOYER will provide physical examinations for EMPLOYEES whose position requires annual physicals or other examinations required by law.

SECTION 11. The PARTIES agree that EMPLOYEES will comply with requirements of Occupational Health and Industrial Hygiene Programs.

SECTION 12. The PARTIES fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace. The provisions for meeting the Executive Order 12564 requirements are contained in agency instructions (See Article 35).

SECTION 13. The PARTIES agree that they share an interest in promoting EMPLOYEE health and wellness.

SECTION 14. Where applicable, the PARTIES agree that the UNION is entitled to one (1) member and one (1) alternate member to serve on the Safety Committees. The UNION member will have the full rights and privileges of other members.

ARTICLE 7
EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. EMPLOYEES have the right to join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and EMPLOYEES are protected in the exercise of that right. When duly elected and/or appointed, UNIT representatives have the right to present the views of the UNIT to the EMPLOYER and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

SECTION 2. Nothing in this AGREEMENT will require EMPLOYEES to become or remain members of the UNION, or pay money to the UNION except through direct payment or a voluntary written authorization for the payment of UNION dues through payroll deductions as set forth in Article 12.

SECTION 3. Each EMPLOYEE has the right to:

A. bring matters of personal concern to the attention of appropriate EMPLOYER officials in accordance with applicable rules, regulations, and established policies;

B. self-representation with the presence of a UNION Official or UNION representation under Article 32;

C. be represented by an attorney or other representative, at their own expense, in any appeal process except as provided for under Article 32.

SECTION 4. EMPLOYEES have the right to be informed annually by the EMPLOYER of their rights to UNION representation (WEINGARTEN).

SECTION 5. The PARTIES shall jointly inform the EMPLOYEES of their rights as set forth in Article 30.

SECTION 6. Consistent with the STATUTE, a supervisor, management official or confidential employee may not act as a representative of a labor organization if the participation or activity would result in a conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

SECTION 7. EMPLOYEES will be served subpoenas in a private setting to the extent controllable by the EMPLOYER.

SECTION 8. EMPLOYEES are entitled to be free from threats, intimidation, coercion, harassment, reprisal and humiliation. EMPLOYEES also have the right, individually and collectively, to expect and pursue conditions of employment which promote and sustain human dignity and self-respect.

SECTION 9. EMPLOYEES have the right, in accordance with the Privacy Act, to request copies of any records specific to them maintained under their name and/or social security number, or unique identifier associated with the requesting EMPLOYEE. This includes, but is not limited to, their electronic Official Personnel Folder (eOPF) and the personnel folder maintained by the EMPLOYER (See Article 35).

ARTICLE 8
EMPLOYER RIGHTS AND RESPONSIBILITIES

SECTION 1. Nothing in this AGREEMENT will supersede any EMPLOYER rights as specified in 5 USC 7106 (see Appendix A).

SECTION 2.

A. Upon notification of changes by higher authority in DOD/DON personnel policies, practices, procedures, and conditions of employment, the respective forums may take those issues for action.

B. Throughout this AGREEMENT where matters are referred to the respective forums, such referral automatically satisfies the EMPLOYERS obligation to consult the UNION.

C. All other issues not covered in this AGREEMENT, may be referred to the respective forums.

SECTION 3. The EMPLOYER will annually inform the EMPLOYEES of their rights to representation (WEINGARTEN).

SECTION 4. The PARTIES will jointly inform the EMPLOYEES of their rights as set forth in Article 30.

ARTICLE 9
UNION RIGHTS AND RESPONSIBILITIES

SECTION 1. Pursuant to 5 U.S.C. 7114(a)(1), the UNION is the exclusive representative of EMPLOYEES in the UNITS. As such, the UNION is entitled to act for and negotiate collective bargaining agreements covering all EMPLOYEES in the UNITS as certified by the Federal Labor Relations Authority (FLRA). The UNION is responsible for representing the interests of all EMPLOYEES in the UNIT it represents without discrimination and without regard to labor organization membership.

SECTION 2. In addition to the provisions of Article 32, and in accordance with 5 U.S.C Chapter 71, the UNION will be given the opportunity to be represented at:

A. any formal discussion (meeting) as defined by the STATUTE. The EMPLOYER agrees to notify the UNION of upcoming formal discussions with EMPLOYEES so that a representative can be present. This occurs when one or more representatives of the EMPLOYER and one or more EMPLOYEES and/or their representatives meet and the subject of the discussion covers issues concerning grievances, general personnel policy and practices, or general conditions of employment;

(1) personnel policies and practices are the written and unwritten rules, e.g. past practices, that apply directly to EMPLOYEES in the performance of their duties;

(2) conditions of employment include the personnel policies and practices that apply to EMPLOYEES as well as their actual working conditions;

B. any examination of an EMPLOYEE by a representative of the EMPLOYER in connection with an investigation if:

(1) the EMPLOYEE believes the examination may result in disciplinary action against the EMPLOYEE; and

(2) the EMPLOYEE requests such representation.

SECTION 3. The UNION is the exclusive representative in administrative investigations of EMPLOYEES. The UNION has a right to be present in a criminal investigation of an EMPLOYEE. See Article 30.

SECTION 4. Open communication among the UNION, the EMPLOYERS, and the EMPLOYEES is encouraged.

SECTION 5. The PARTIES will jointly inform the EMPLOYEES of their rights set forth in Article 30.

SECTION 6. The UNION, through appropriate forums, will have the exclusive right to meet and negotiate in good faith with the EMPLOYER as specified by the STATUTE.

SECTION 7. The UNION will be provided the opportunity to greet new EMPLOYEES during their orientation and make them aware of their rights under this AGREEMENT. The UNION will be included in the EMPLOYER'S check-in and check-out procedures involving EMPLOYEES.

SECTION 8. The EMPLOYERS agree to furnish the UNION, upon request, with a report of UNIT employees not more than once each month. The report will contain the name, position title, grade, Unit Identification Code, and accessions and separations. The term "Unit" for the purposes of Unit Identification code means the applicable organizational element.

SECTION 9. Prior to communicating directly with EMPLOYEES through formal surveys or questionnaires regarding conditions of employment, notice will be given to the UNIT representative to the extent controllable by the EMPLOYER.

SECTION 10. The UNION may, but is not required to represent Non-UNION members in the proposal stage of disciplinary actions and on any matter for which a statutory or regulatory appeals procedure exists, e.g., Merit Systems Protection Board (MSPB), Equal Employment Opportunity (EEO), Worker's Compensation, Office of Personnel Management (OPM) classification appeals.

ARTICLE 10
UNION REPRESENTATION/OFFICIAL TIME

SECTION 1. UNION REPRESENTATION

A. Meetings between the UNION representative(s) of the UNIT, in which they are a member, and their respective EMPLOYER for the purpose of resolving the issues and interests among the PARTIES will be on official time. Topics to be discussed will be decided between the PARTIES. This will not be construed to discourage or prevent other formal or informal discussions among the PARTIES in the interest of maintaining a harmonious working environment.

B. The EMPLOYER agrees to recognize Officers, Stewards and other representatives designated by the UNION. The UNION agrees to annually furnish the EMPLOYER with a list of those Officers, Stewards and other representatives and their areas of representation. The UNION agrees to notify the EMPLOYER of any changes of its representatives and/or areas of representation.

C. The UNION will appoint a representative in the absence of a Steward and inform the EMPLOYER of that appointment. The UNION will attempt to select such a representative from within the UNIT; however, the UNION has the undisputed right to select any representative it so desires.

SECTION 2. OFFICIAL TIME

A. The EMPLOYERS agree to authorize a reasonable amount of official time to UNION Representatives who are properly designated in accordance with this AGREEMENT. Any representative not a member of the UNIT will not be granted official time to represent employees of that UNIT. Official time granted will be to the extent that such time falls within the UNION representative's respective tour of duty and will be used for the purpose of carrying out the following responsibilities to an EMPLOYEE(S) :

(1) To consult or negotiate with the EMPLOYER/EMPLOYERS pursuant to this AGREEMENT.

(2) To represent EMPLOYEE(S) or act as the UNION'S Representative during the preparation and presentation of a grievance to the EMPLOYERS pursuant to Article 32 or a statutory appeal.

(3) To participate on a Committee pursuant to this AGREEMENT.

(4) To enter into problem-resolving discussions with the EMPLOYERS or with EMPLOYEES with respect to matters affecting conditions of employment of EMPLOYEES.

(5) To prepare required reports and correspondence to outside Federal Agencies such as the U.S. Department of Labor and Internal Revenue Service.

(6) To prepare for meetings with the EMPLOYER.

(7) As otherwise authorized by this AGREEMENT, regulations or the STATUTE.

B. ARBITRATION. During the arbitration process which includes invoking arbitration, selecting arbitrators, pre-hearing preparation and conference, hearing participation, or preparation of post hearing brief, designated UNION representatives of their UNIT, in which they are a member, will be granted official time by the EMPLOYER of such UNIT as permitted by the STATUTE.

C. TRAINING

(1) Jointly sponsored training by the UNION and EMPLOYER in the areas of labor/management relations shall be provided on official time.

(2) UNION Sponsored Training, when used for training of Stewards, Officers and other representatives of the UNION, will be reviewed on a case-by-case basis to determine whether a grant of official time for all or portions of such activities is lawful. The amount of official time for such training will be mutually agreed upon by the UNION and the EMPLOYER. If such training requires travel and the travel is not funded by the EMPLOYER, no-cost orders may be issued as permitted by applicable law and regulation.

SECTION 3. PROCEDURES

A. UNION representatives will notify their immediate supervisor/EMPLOYER of the need for official time prior to leaving the work area to carry out representational duties. The representative shall stipulate where they are going, the name of the EMPLOYEE or Management Official they are meeting

with, as well as the anticipated amount of time they expect to be away. If work requirements are such that the representative cannot be excused at that time or for the amount of time requested, the EMPLOYER will arrange a mutually acceptable time for the representative to be excused. The EMPLOYER and the UNION representative may develop local procedures in accordance with this AGREEMENT to be submitted to the UNION and EMPLOYER at the level of recognition for approval.

B. Discussions between a UNION representative and the EMPLOYEE will normally be conducted at the EMPLOYEE'S work site provided the environment is conducive to reasonable privacy to conduct business. EMPLOYEES will make prior arrangements with their supervisors/ EMPLOYER regarding meeting time and location. If UNION representation of an EMPLOYEE, in which the representative is a member, requires travel outside the local commuting area, the respective EMPLOYER Commander/Commanding Officer or their designated representative and the designated UNION representative will discuss travel arrangements and travel costs will be decided by the respective EMPLOYER consistent with applicable law and regulation. Regardless of how the travel is funded, travel orders will be issued consistent with applicable law and regulation.

C. Should the business take longer than anticipated, the UNION representatives will contact their supervisor as soon as possible to advise them of this and to request additional time away from the job. Upon returning to work from conducting representational duties, the UNION representatives will advise their supervisor.

D. UNION representatives assigned to shifts other than the day shift may be permitted to temporarily change/modify shifts for limited periods of time to conduct representational functions as set forth in this AGREEMENT. The representative will request permission to change shifts from the immediate supervisor/EMPLOYER with as much advance notice as possible. If work requirements are such that the UNION representative cannot be excused at that time or for the amount of time requested, the immediate supervisor/ EMPLOYER will arrange a mutually acceptable time for the UNION representative to be excused.

E. UNION representatives will be allowed to perform representational duties while on the clock and will not be forced to meet and confer with the EMPLOYEES after the end of the work shift.

SECTION 4. Any AFGE representative designated by the UNION will be allowed to visit the EMPLOYER'S facilities, subject to applicable security regulations. Such visits will be arranged with appropriate EMPLOYER officials for the purpose of meeting with officials of the EMPLOYER and/or the UNION and assisting local UNION Officers and Stewards at any step of labor management processes. The EMPLOYER will provide an adequate meeting place upon request.

SECTION 5. An EMPLOYEE who is elected or appointed to a district or national office position within AFGE may be granted Leave Without Pay (LWOP) in accordance with applicable law and regulation.

SECTION 6. The EMPLOYER recognizes that casual contact occurs between UNION representatives and EMPLOYEES during the normal course of work. Such reasonable contact is acceptable and may include electronic communication in accordance with IT/ADP regulations and/or established local procedures.

ARTICLE 11
OFFICIAL FACILITIES

SECTION 1. The PARTIES agree the UNION should be provided facilities in which to conduct business. Memoranda of Understanding/Agreement (MOUs/MOAs) for use of facilities will be negotiated between the UNION and the EMPLOYERS. It is mutually agreed that current agreements pertaining to existing facilities will remain in full force and effect until these MOUs/MOAs are negotiated. These MOUs/MOAs may address issues such as, but not limited to, office space, telephones, telephone directories, office equipment, NMCI computers and related peripheral equipment, and bulletin boards.

SECTION 2. To the extent permitted by law and regulation, the PARTIES encourage the use of EMPLOYER technologies such as Video Teleconferencing (VTC) and websites for labor-management activities.

ARTICLE 12
WITHHOLDING OF DUES

SECTION 1. The EMPLOYERS agree to process requests for deduction of UNION dues from the pay of all EMPLOYEES who voluntarily authorize such deductions and who are eligible EMPLOYEES within their designated UNIT.

SECTION 2. UNION dues will be deducted from an EMPLOYEE'S pay each pay period when the following conditions have been met:

A. the EMPLOYEE has voluntarily authorized the dues deduction by completing and signing the allotment authorization form i.e., Standard Form (SF) 1187; and

B. the EMPLOYEE'S net earnings, after legal and other required deductions, are sufficient to cover the amount of the allotment in each pay period. The EMPLOYEE is responsible for payment of dues to the UNION when net earnings, after legal and other required deductions, are not sufficient to cover the amount of the allotment in the pay period; and

C. EMPLOYEE eligibility should be verified against the most recent list of bargaining unit EMPLOYEES provided by the EMPLOYER; and

D. the UNION has completed and signed its section of the SF-1187. UNION Officials authorized to sign the form will be designated by the UNION.

SECTION 3. The UNION agrees to provide SF-1187s to eligible EMPLOYEES desiring to authorize a payroll deduction for dues. The UNION will inform and educate EMPLOYEES concerning the dues allotment and use of the SF-1187.

SECTION 4. The payroll allotment will be terminated when the EMPLOYEE is no longer a UNIT member, when the UNION notifies the payroll office that the EMPLOYEE has been expelled or has ceased to be a member in good standing, or when the EMPLOYEE terminates the allotment for deduction of UNION dues using the SF-1188. The UNION will inform and educate EMPLOYEES concerning the termination process and use of the SF-1188. Upon completion, the EMPLOYEE will submit the SF-1188 to the UNION and the UNION will forward the SF-1188 to the servicing payroll office. Termination will not become effective until

the first full bi-weekly pay period following the anniversary date of the SF-1187, and subsequent anniversary date to be provided by the UNION.

SECTION 5. The amount of the UNION dues to be deducted each pay period will remain as originally certified to on the SF-1187 until the UNION certifies a change in the amount and notifies the servicing payroll office and/or Defense Finance and Accounting Service (DFAS).

SECTION 6. Each pay period DFAS should provide a listing to the UNION which will identify by name and EMPLOYEE number the amount of the allotment deduction for each EMPLOYEE in the UNIT they represent to the extent permitted by law.

SECTION 7. When the EMPLOYER believes a position subject to dues withholding is no longer eligible for such a deduction, the UNION will be notified before such deduction is terminated. When a dispute arises concerning the Bargaining UNIT status of the EMPLOYEE on dues withholding, no action will be taken on the Bargaining UNIT status, and the allotment will continue until the matter is resolved by the Federal Labor Relations Authority (FLRA).

ARTICLE 13
HOURS OF WORK

SECTION 1. The basic administrative workweek for EMPLOYEES is the calendar week of Sunday through Saturday as set forth by 5 CFR Part 610. Except when the EMPLOYER determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the EMPLOYER will provide at least 2 weeks advance notice to EMPLOYEES of required changes in permanent work schedules. Changes in basic workweeks should be held to the minimum necessary to execute EMPLOYER functions. Alternative Work Schedules (AWS) such as Flex Time and compressed workweeks may be administered in accordance with applicable law and regulation and negotiated EMPLOYER instructions.

SECTION 2. EMPLOYEES in an on-call or standby status will be compensated in accordance with applicable law and regulation.

SECTION 3. Eligible EMPLOYEES may participate in telework in accordance with negotiated EMPLOYER instructions, applicable law and regulation.

ARTICLE 14

OVERTIME

SECTION 1. Overtime is work or duty, which is required and authorized by the EMPLOYER, performed by an EMPLOYEE, in excess of an eight hour workday or in excess of a 40 hour administrative workweek as established by law and regulation. For EMPLOYEES on a compressed or alternate work schedule, hours authorized and worked in excess of the compressed or alternate schedule may qualify as overtime or compensatory hours as governed by applicable law and regulation and the respective work schedule. Overtime is paid at the appropriate overtime rate or is compensatory time off, consistent with applicable law and regulation.

SECTION 2. The EMPLOYER will notify EMPLOYEES, as much in advance as possible, of overtime assignments when the EMPLOYER becomes aware of the need.

SECTION 3. If an EMPLOYEE is on duty and available for overtime, the EMPLOYEE's use of paid leave during the same pay period will not be a basis for denying overtime.

SECTION 4. 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 EMPLOYER has the right to direct overtime. Overtime is not voluntary in nature; however, 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. Overtime records for the preceding six months will be made available to the UNION upon request as permitted by law and regulation.

SECTION 5. The PARTIES may negotiate additional procedures for distribution of overtime during the life of this AGREEMENT, after considering the experience with the procedures set forth in this Article.

SECTION 6. EMPLOYEES called back to work at a time outside of and unconnected with their scheduled hours of work within their basic workweek to perform unscheduled overtime will receive at least two hours call back overtime pay, including any night differential and/or additional pay to which they are

entitled, consistent with applicable law and regulation even if their services cannot be utilized when they report to work.

SECTION 7. The EMPLOYEE may request compensatory time off in lieu of overtime pay for irregular or occasional overtime under the circumstances specified in applicable law and regulation.

SECTION 8. Insofar as practicable, travel during non-duty hours will not be required of an EMPLOYEE. EMPLOYEES in a travel status will be compensated subject to provisions of 5 CFR Parts 550 and 551 and the Fair Labor Standards Act (FLSA).

SECTION 9. EMPLOYEES in an on-call or standby status to include, but not limited to, periods of destructive weather or recovery from emergency conditions, will be compensated subject to provisions of 5 CFR Parts 550 and 551.

ARTICLE 15
ENVIRONMENTAL AND HAZARDOUS DIFFERENTIAL

SECTION 1. Environmental and hazardous differential will be payable consistent with guidelines found in 5 CFR Parts 532 and 550 when EMPLOYEES are performing duties which expose them to the hazards identified in the 5 CFR Parts above. As a reference but not as part of this AGREEMENT, the prevailing rates can be found at the Office of Personnel Management (OPM) website, currently at www.opm.gov.

ARTICLE 16

LEAVE

SECTION 1. ANNUAL LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of annual leave (5 CFR Part 630).

B. REQUESTING ANNUAL LEAVE. All requests for scheduled annual leave will be submitted by EMPLOYEES on a SF-71, "Application for Leave" form, by email with SF-71 attached, and/or via appropriate inputs within an automated time and attendance system. The EMPLOYER is responsible for prompt approval/disapproval of leave requests. Procedures for requesting and approving/disapproving annual leave are as follows:

(1) An EMPLOYEE who has annual leave accrued may be granted annual leave, provided the EMPLOYER has been given reasonable advance notice by the EMPLOYEE in order for the EMPLOYER to make a decision based upon workload considerations.

(2) The EMPLOYER should approve/disapprove an EMPLOYEE'S annual leave request, as soon as possible but prior to the EMPLOYEE'S requested absence. For purposes of this AGREEMENT the term "workload considerations" takes into account factors such as manpower and workload requirements.

C. UNSCHEDULED ANNUAL LEAVE FOR EMERGENCY PURPOSES.

(1) EMPLOYEES are expected to provide the EMPLOYER with as much advance notice as possible regarding a need for unscheduled annual leave. If the need for unscheduled annual leave occurs prior to the start of the EMPLOYEES' scheduled work shift, they will contact the EMPLOYER within two (2) hours of the start of their scheduled work shift. Unscheduled annual leave requests will be approved/disapproved on a case-by-case basis. The EMPLOYER may consider extenuating circumstances in the event notice is not received within the specified call-in time. If EMPLOYEES are prevented from personally contacting the EMPLOYER, notification of the absence may be made by another responsible person; however, in all instances EMPLOYEES are responsible for assuring that notification to the EMPLOYER is made. Notification to the EMPLOYER will include the EMPLOYEE'S name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself,

assure that leave will be approved. If the EMPLOYEE speaks directly to the EMPLOYER, the EMPLOYEE should assume leave is approved for the amount of time requested unless specifically disapproved at that time. If the EMPLOYEE anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the EMPLOYER, indicating the anticipated length of the absence. The EMPLOYEE will submit a SF-71 and/or appropriate leave request within an automated time and attendance system to the EMPLOYER upon return to work.

D. SCHEDULING EXTENDED ANNUAL LEAVE

(1) To receive priority consideration, requests for annual leave for extended periods of time, of one or more basic work weeks, will be submitted to the EMPLOYER no later than 1 March of each year. The PARTIES agree that EMPLOYEES who do not request annual leave for extended periods by 1 March still may do so at any time during the leave year, with the understanding that the request may not be granted if the EMPLOYEE'S request conflicts with the choice of another EMPLOYEE(S) who have requested leave by 1 March.

(2) When it is necessary to restrict the number of EMPLOYEES granted leave during a particular period and conflicts in scheduling occur, the EMPLOYER may confer with the EMPLOYEES concerned to obtain mutual agreement to resolve the conflict. If this step fails, EMPLOYER will use the earliest service computation date as the deciding factor. EMPLOYEES affected by a necessary change in the leave schedule have the right to reschedule their leave. At an EMPLOYEE'S request, the EMPLOYER may approve a change in selection provided another EMPLOYEE'S previously approved choice is not affected. Requests for the same leave period submitted after 1 March will be considered on a "first come, first served" basis.

E. DISAPPROVAL OF ANNUAL LEAVE. If annual leave is disapproved, the specific reasons for the disapproval will be written on the SF-71 and/or submitted via the appropriate process within an automated time and attendance system and provided to the EMPLOYEE.

F. CANCELLATION OF PREVIOUSLY APPROVED ANNUAL LEAVE. When leave has been requested and approved, the EMPLOYER will not cancel leave approval except to meet situations of emergency or operational commitments. When previously approved leave must

be cancelled, EMPLOYEES will be advised of the reason for the cancellation as soon as possible after the need has been determined.

G. ADVANCE ANNUAL LEAVE. Upon written request by the EMPLOYEE, with reasonable justification to the EMPLOYER, and in accordance with applicable law and regulation, annual leave may be advanced to the EMPLOYEE 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 (See DoD 7000.14-R, Volume 8, Chapter 5).

H. USE OR LOSE ANNUAL LEAVE. EMPLOYEES are responsible for scheduling of "use or lose" annual leave. The PARTIES agree that EMPLOYEES should schedule "use or lose" annual leave as soon as possible but no later than set forth in applicable regulations, currently at 5 CFR 630.308(a).

I. RESTORATION OF USE OR LOSE ANNUAL LEAVE. "Use or lose" annual leave scheduled in accordance with applicable regulation, currently at 5 CFR 630.308(a), shall be restored if lost because of:

(1) administrative error when the error causes a loss of annual leave otherwise accruable;

(2) exigencies of the public business when the annual leave was scheduled in advance; or

(3) sickness of the employee when the annual leave was scheduled in advance.

J. Requests for use or lose annual leave submitted after three pay periods before the end of the leave year that are denied, and that cannot be rescheduled before the end of the leave year, will result in forfeiture of the annual leave in question.

K. SCHEDULED SHUTDOWNS. For purposes of scheduling annual leave, the EMPLOYER will post all known periods of shutdown for the calendar year as soon as possible.

L. ANNUAL LEAVE AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). In accordance with applicable law and regulation, EMPLOYEES are entitled to a total of 12 administrative workweeks of Leave Without Pay (LWOP) during any 12-month period under FMLA and they may substitute annual leave for LWOP. For further information on FMLA entitlements, see Section 10 of this Article and 5 CFR Part 630, Subpart L.

SECTION 2. SICK LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of sick leave.

B. SICK LEAVE CRITERIA. EMPLOYEES accrue sick leave in accordance with applicable law and regulation. In accordance with 5 CFR Part 630, Subpart D, sick leave is an EMPLOYEE benefit and the EMPLOYEE has a statutory right to use as follows:

(1) Receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

(3) Provides care for a family member, as defined below, who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;

(4) Provides care for a family member with a serious health condition as defined in 5 CFR 630.1202;

(5) Makes arrangements necessitated by the death of a family member, as defined below, or attends the funeral of a family member;

(6) 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 the adoption to proceed; or

(7) would, as determined by health authorities having jurisdiction or by a health care provider as defined in 5 CFR

630.1202, jeopardize the health of others by his or her exposure to a communicable disease.

(8) The amount of sick leave granted to an EMPLOYEE during any leave year for the purposes described in paragraphs 2b(3) and 2b(5) above may not exceed a total of 104 hours or, for a part-time EMPLOYEE or an EMPLOYEE with an uncommon tour of duty, the number of hours of sick leave he or she normally accrues during a leave year as provided for under 5 CFR 630.401(b).

(9) The amount of sick leave granted to an EMPLOYEE during any leave year for the purposes described in paragraph 2 b(4) above may not exceed a total of 480 hours or, for a part-time EMPLOYEE or EMPLOYEE with an uncommon tour of duty, an amount of sick leave equal to 12 times the average number of hours in his or her scheduled tour of duty each week, subject to limitations set forth in law and regulation.

(10) If, at the time an EMPLOYEE uses sick leave to care for a family member with a serious health condition as described in paragraph 2b(4) above, he or she has used any portion of the sick leave for purposes described in paragraphs 2 b(3) and/or 2 b(5) above during that leave year, the EMPLOYER must subtract that amount from the maximum number of hours authorized for use as described in paragraph 2b(4) above to determine the total amount of sick leave the EMPLOYEE may use during the remainder of the leave year to care for a family member with a serious health condition. If an EMPLOYEE has previously used the maximum amount of sick leave authorized for use as described in paragraph 2b(4) above in a leave year, he or she is not entitled to use additional sick leave as described in paragraphs 2b(3) and 2b(5) above.

(11) When sickness occurs within a period of annual leave the EMPLOYER may grant sick leave for the period of sickness.

C. DEFINITION OF A FAMILY MEMBER. A family member is defined by 5 CFR 630.201 as an EMPLOYEE'S spouse and parents thereof; children including adopted children, and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the EMPLOYEE is equivalent of a family relationship.

D. REQUEST FOR SCHEDULED SICK LEAVE. An EMPLOYEE will submit a written request (SF-71) and/or appropriate leave request within an automated time and attendance system for scheduled sick leave in accordance with established procedures. The PARTIES further agree that sick leave documentation and information will be strictly handled in a confidential and discreet manner.

E. EVIDENCE IN SUPPORT OF SICK LEAVE.

(1) In accordance with applicable regulations currently at 5 CFR 630.405(a), the EMPLOYER may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The EMPLOYER may consider an EMPLOYEE'S self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. The EMPLOYER may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workdays/shifts, or for a lesser period when the EMPLOYER determines it is necessary. Such determinations may be grieved under Article 32. The EMPLOYEE must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the EMPLOYER requests such medical certification as required by regulations, currently at 5 CFR 630.405(b).

(2) If the EMPLOYER has reason to believe that an EMPLOYEE may be abusing the sick leave privilege, the EMPLOYER may advise the EMPLOYEE via a Letter of Requirement that all future requests for unscheduled sick leave must be supported by a medical certificate verifying incapacitation as required by 5 CFR 630.405(b). Letters of Requirement will be in effect for a period no longer than one (1) year but may be extended if abuse of the sick leave privilege is still evident. The EMPLOYER may rescind a Letter of Requirement at any time but will review the Letter of Requirement at the six (6) month midpoint.

(3) In accordance with 5 CFR 630.405(c), the EMPLOYER may require an EMPLOYEE requesting sick leave to care for a family member in situations described in paragraph 2b(4) above to provide an additional written statement from the health care provider concerning the family member's need for psychological comfort and/or physical care. This statement must certify that:

a. The family member requires psychological comfort and/or physical care;

b. The family member would benefit from the EMPLOYEE'S care of presence; and

c. The EMPLOYEE is needed to care for the family member for a specified period of time.

F. SICK LEAVE NOTIFICATION. EMPLOYEES are expected to provide the EMPLOYER with as much advance notice as possible regarding a need for scheduled and unscheduled sick leave. If the need for unscheduled sick leave occurs prior to the start of the EMPLOYEES' scheduled work shift, they will contact the EMPLOYER within two (2) hours of the start of their scheduled work shift. Unscheduled sick leave requests will be approved or disapproved on a case-by-case basis. Extenuating circumstances may be considered by the EMPLOYER in the event notice is not received within the specified call-in time. If EMPLOYEES are prevented from personally contacting the EMPLOYER, notification of the absence may be made by another responsible person; however, in all instances EMPLOYEES are responsible for assuring that notification is made. Notification to the EMPLOYER will include the EMPLOYEE'S name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself, assure that leave will be approved. If the EMPLOYEE speaks directly to the EMPLOYER, the EMPLOYEE should assume leave is approved for the amount of time requested unless specifically disapproved at that time. If the EMPLOYEE anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the EMPLOYER indicating the anticipated length of the absence. The EMPLOYEE will submit a SF-71 and/or appropriate leave request within an automated time and attendance system to the EMPLOYER upon return to work.

G. ADVANCING SICK LEAVE. When there is reasonable expectation that an EMPLOYEE will return to duty in cases of serious illness or disability, an EMPLOYEE may be advanced sick leave up to the maximum as established by law provided that:

(1) The EMPLOYEE submits a written request to the EMPLOYER prior to the desired effective date of the advance leave unless prevented from doing so by the disability or

illness. The EMPLOYEE'S request must be supported by medical documentation.

(2) There is reasonable assurance that the EMPLOYEE will return to duty for a sufficient period of time to earn the sick leave that is advanced.

(3) All earned sick leave to the EMPLOYEE'S credit is exhausted before the date the advanced sick leave is to begin.

H. SICK LEAVE AND THE LEAVE DONOR PROGRAM. In accordance with applicable laws and regulations, an EMPLOYEE who has been affected by a medical emergency and has exhausted all available sick leave may make written request to the EMPLOYER to become a leave recipient under the Leave Donor Program as further discussed in Section 8 of this Article.

I. SICK LEAVE AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). In accordance with applicable law and regulation, EMPLOYEES are entitled to a total of 12 administrative workweeks of Leave Without Pay (LWOP) during any 12-month period under FMLA and they may substitute sick leave for LWOP as specified in 5 CFR Part 630 Subpart L. For further information on FMLA entitlements, see Section 9 of this Article.

SECTION 3. LEAVE WITHOUT PAY

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of Leave Without Pay (LWOP).

B. DEFINITION OF LWOP. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty granted upon an EMPLOYEE'S request. The permissive nature of LWOP distinguishes it from Absence Without Leave (AWOL), which is an absence from duty that is not authorized or approved. Authorizing LWOP is a matter of administrative discretion by the EMPLOYER and as amplified in this AGREEMENT, except as otherwise provided by applicable law and regulation.

C. REQUESTING LWOP. LWOP requests will be submitted to the EMPLOYER as far in advance as possible prior to the date the requested LWOP is to begin. The request will either be approved or disapproved by the EMPLOYER. LWOP granted an EMPLOYEE may not, at a later time, be converted to annual or sick leave except as provided by applicable law and regulation (See DoD 7000.14-R, Volume 8, Chapter 5).

D. EMPLOYEE RETURN FROM LWOP STATUS. The EMPLOYER recognizes the obligation to return an EMPLOYEE to duty at the expiration of a period of approved LWOP to a position and rate of pay to which the EMPLOYEE is entitled by applicable law and regulation (See DoD 7000.14-R, Volume 8, Chapter 5).

E. LWOP AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). The Family and Medical Leave Act (FMLA) entitles an EMPLOYEE to a total of 12 administrative workweeks of LWOP during any 12-month period for purposes as defined by applicable law and regulation and as further discussed in Section 10 of this Article.

SECTION 4. ADMINISTRATIVE LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding the EMPLOYER'S use of administrative leave.

B. DEFINITION OF ADMINISTRATIVE LEAVE. Administrative leave is an excused absence from duty without loss of pay and without charge to annual or sick leave.

C. VOTING AND REGISTRATION

(1) EMPLOYEES who are in a duty status on a day that a federal, state, county or municipal election is held, may be granted the minimum hours necessary to provide three hours' time either immediately after the polls open or before the polls close in order to permit them to cast their ballots. Under exceptional circumstances, additional time may be granted not to exceed eight hours. EMPLOYEES who are off duty for three consecutive hours or more while the polls are open will not be granted excused time to vote. Any excused time to vote requires prior coordination with the EMPLOYER. When permitted by voting regulations, EMPLOYEES such as firefighters, security personnel and those on or scheduled to go on Temporary Additional Duty (TAD), are encouraged to vote by absentee ballot.

(2) EMPLOYEES who vote in jurisdictions which require registration in person may receive administrative leave to register on the same basis as specified in paragraph 4(b)(1) above. However, it is understood that no excused time will be provided to register if registration can be accomplished on a non-workday.

D. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

(1) The EMPLOYER will determine when inclement weather or any other emergency conditions are such as to warrant announcements of special reporting instructions or excused absences, in accordance with its procedures.

(2) When the EMPLOYER determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether EMPLOYEES should or should not be charged leave for an absence depends upon the EMPLOYEES' duty or leave status at the time of dismissal as follows:

a. If EMPLOYEES were on duty and were excused, there is no charge to leave for the remaining hours of the work shift after being excused.

b. If EMPLOYEES were on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged from the time the EMPLOYEES departed until the time set for dismissal.

c. EMPLOYEES who are on scheduled leave before notice of early dismissal is received will be charged leave for the amount of time requested for that day.

(3) When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station prevents EMPLOYEES from getting to work on time or at all, these EMPLOYEES may be granted administrative leave on a case-by-case basis.

E. BLOOD DONATION. The EMPLOYER may grant EMPLOYEES administrative leave to participate in EMPLOYER-sponsored blood drives. If granted, the amount of administrative leave should be sufficient to allow EMPLOYEES to travel to the donation site, donate, recuperate, and travel back to their duty location, normally not to exceed 4 hours. Such excusal does not cover an EMPLOYEE who gives blood for his or her personal use or receives compensation for giving blood. (See DoD 7000.14-R, Volume 8, Chapter 5)

F. BONE MARROW OR ORGAN DONATION. The EMPLOYER may grant EMPLOYEES administrative leave to participate in blood testing

for the purpose of being placed on a Bone Marrow Donor Registry or as a potential organ donor. If EMPLOYEES are notified and requested to be bone marrow or organ donors, they are entitled under 5 USC 6327 to 7 days (bone marrow donor) and 30 (organ donor) days, respectively, of paid leave each calendar year (in addition to annual and sick leave) to serve as a donor. For medical procedures and recuperation requiring absences longer than that allowed by law and regulation, EMPLOYERS may continue to accommodate EMPLOYEES by granting additional time off in the form of accrued sick leave and/or annual leave, as appropriate; advance sick/annual leave; donated annual leave from a leave donor program; and Leave Without Pay (LWOP).

G. OTHER USES OF ADMINISTRATIVE LEAVE. The EMPLOYER may excuse EMPLOYEES for brief periods for any other reasons that are deemed by the EMPLOYER to be in the best interest of the community, public or the Department of the Navy.

SECTION 5. OTHER PAID LEAVE

A. ABSENCE OF VETERANS TO ATTEND FUNERAL SERVICES. Under certain circumstances, 5 USC 6321 provides for excused absence from duty for certain EMPLOYEES who are veterans to participate in funeral ceremonies for a member of the Armed Forces whose remains are returned from abroad for final interment in the United States. EMPLOYEES should contact their servicing HRO for additional information on this subject.

B. ABSENCE IN CONNECTION WITH FUNERALS OF IMMEDIATE RELATIVES IN THE ARMED FORCES. Under 5 USC 6326, an EMPLOYEE is entitled to leave without loss of or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating, to make arrangements for, attend the funeral of, or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone. EMPLOYEES should contact their servicing HRO for additional information on this subject.

SECTION 6. COURT LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of court leave.

B. DETERMINING IF COURT LEAVE IS APPROPRIATE. When EMPLOYEES are under summons to serve on a jury or to qualify for jury service, or are subpoenaed as a witness, time lost

from the work schedule will be charged to court leave, official duty time, annual leave or Leave Without Pay (LWOP) as applicable. If an EMPLOYEE is on annual leave when called to jury duty or witness service, court leave will be substituted by the EMPLOYER, and no charge will be made to annual leave for the court service. An EMPLOYEE under proper summons from a court for jury duty should be granted court leave for the entire period, regardless of the number of hours per day or days per week he/she actually serves on the jury during the period. Jury service for which an EMPLOYEE is entitled to court leave does not include periods where the EMPLOYEE is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of 1 day. Figure 1 contained in this Section outlines the regulatory benefits granted to EMPLOYEES who perform jury service or act as witnesses.

C. PROCEDURES TO FOLLOW WHEN COURT LEAVE IS USED.

(1) If EMPLOYEES are called to perform the above civic duties, the EMPLOYEES will promptly notify the EMPLOYER in order that arrangements may be made for the EMPLOYEES to perform these duties. Should extenuating workload considerations exist the EMPLOYER may request that the EMPLOYEES be released from these duties, and subject to approval by the court. Such requests do not relieve the EMPLOYEES of civic responsibility UNLESS DISMISSED BY THE COURT.

(2) Court leave may be granted only after EMPLOYEE(S) presents the EMPLOYER with the original or true copy of the summons for jury service or subpoena for witness service. Such documentation will be presented as soon as possible, prior to the beginning of jury or witness service. Upon completion of such service, EMPLOYEES will provide signed documentation from the court which shows the dates of their service.

(3) EMPLOYEES on court leave or official duty status for jury or witness service are not entitled to a jury or witness fee. EMPLOYEES are entitled to keep any court determined expenses over and above any jury or witness fee. In accordance with FMR Vol 8, Chapter 5, 051709, if a court should present EMPLOYEES with a fee by court check payable to the employee, EMPLOYEES must return the fee to the EMPLOYER via personal check or money order made out to the U. S. Treasury with certification of service from the court as specified in Section 6 C (2) above, for proper disposition.

If an employee is called to jury duty while in a non-duty status, the EMPLOYEE may keep the fees paid.

D. EMPLOYEES who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day may be granted an adjustment in their regular schedule in order to coincide with the court day(s), at their request. In the alternative, the EMPLOYEE may request court leave for the EMPLOYEE's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. In such cases, the EMPLOYEE will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

E. RETURN TO DUTY AT COMPLETION OF COURT LEAVE. When EMPLOYEES are excused from jury service or as witnesses, in time to permit them to return to their duty site for at least three hours during the normal workday, the EMPLOYEES will do so or request appropriate leave.

EMPLOYEE ABSENCES FOR COURT OR COURT RELATED SERVICES

NATURE OF SERVICE	TYPE OF ABSENCE			FEES			GOVERNMENT TRAVEL EXPENSES	
	COURT LEAVE	OFFICIAL DUTY	ANNUAL LEAVE	NO	YES		NO	YES*
					RETAIL	TURN		
I. JURY SERVICE								
A. US or DC Court.	X			X			X	
B. State or Local Court.	X					X	X	
II. WITNESS SERVICE								
A. On behalf of US or DC govt.		X		X				X
B. On behalf of State or Local govt.								
1. In official capacity.		X				X		X
2. Not in official capacity.	X					X	X	
C. On behalf of Private Party.								
1. In official capacity.		X				X		X
2. Not in official capacity.								
a. When a party is US, DC, or State Govt.	X					X	X	
b. When a party is not US, DC, State, or Local govt.			X		X		X	

* Offset to the extent paid by the court, authority, or party which caused the employee to be summoned.

FIGURE 1

SECTION 7. MILITARY AND LAW ENFORCEMENT LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of military and law enforcement leave which allows EMPLOYEES who are members of the Selected Reserve and National Guard the opportunity to participate in annual active duty, active duty training and inactive duty training as set forth in 5 USC 6323(a) and to provide assistance in enforcing the law, as in a riot, or to prevent looting following a natural or man-made disaster. The PARTIES agree that EMPLOYEES may not be denied hiring, retention in employment, or any promotion or other incident or advantage of employment because of their military obligations.

B. MILITARY LEAVE

(1) The EMPLOYER recognizes the obligation to cooperate with all reserve components of the Armed Forces by granting leaves of absence to EMPLOYEES for military training purposes in accordance with applicable law and regulation.

(2) The EMPLOYER acknowledges that EMPLOYEES may not receive official orders for active duty, active duty training and inactive duty training far in advance of the reporting date. However, EMPLOYEES are expected to give as much prior notice as possible in requesting leave for active duty, active duty training and inactive duty training to allow the EMPLOYER to accommodate their absences.

(3) Upon submission of official orders received from their military reserve component to the EMPLOYER, eligible EMPLOYEES will be granted the appropriate regulatory amount of military leave with pay using the following guidelines:

a. Full-time EMPLOYEES eligible for and using military leave receive 15 calendar days credit each fiscal year or as allowed by applicable law and regulation.

b. Part-time EMPLOYEES eligible for and using military leave will receive credit on a prorated basis or as allowed by applicable law and regulation.

c. The credited military leave unused in a fiscal year may be carried over to the next fiscal year. The total carryover may not exceed the maximum allowed by applicable law and regulation, currently 15 calendar days.

d. Military leave is limited by applicable law and regulation to a maximum number of calendar days during any one fiscal year, currently 30 days.

e. Annual leave or LWOP may be granted when military leave is not applicable, or has been exhausted. Sick leave may be granted under strictly limited and controlled situations. EMPLOYEES should contact their servicing HRO for additional information on this subject.

f. Military leave should be credited to full-time EMPLOYEES on the basis of an 8-hour workday. The minimum charge for military leave is 1 hour. EMPLOYEES may be charged military leave only for hours that they would otherwise have worked and received pay.

g. EMPLOYEES returning from a period of service in the uniformed services must be reemployed by the "pre-service" EMPLOYER, provided the EMPLOYEE meets eligibility criteria as set forth in Uniformed Services Employment and Reemployment Rights Act (USERRA).

(4) The EMPLOYER recognizes that granting leave to perform active duty, active duty training and inactive duty training is a mandatory requirement. However, the mandatory granting of appropriate leave for active duty, active duty training and inactive duty training is based on the assumption that EMPLOYEES have followed leave procedures and have provided acceptable documentation to the EMPLOYER.

C. LAW ENFORCEMENT LEAVE. The use of this leave is dependent on official military orders expressly for the purpose of aiding in law enforcement in such situations as riots, or prevention of looting in a natural or man-made disaster. Guardsmen may be ordered to duty by the governor of a state or they may be federalized. This leave is different from that of military leave and the two leave categories are not interchangeable. Additional information regarding law enforcement leave is provided below:

(1) Use of law enforcement leave in a calendar year may not exceed the maximum allowed by applicable law and regulation, currently 22 workdays.

(2) Until the 22 workday limit is exhausted, use of law enforcement leave is non-discretionary and neither EMPLOYEES nor the EMPLOYER may choose to use any other type of leave

charge or excused absence for the purpose of law enforcement duty.

(3) Once law enforcement leave is exhausted, EMPLOYEES may request either military leave or other leave in accordance with applicable law and regulation.

(4) For pay entitlements, gross military pay (exclusive of travel, transportation, or per diem allowance) received for law enforcement duties is offset against civilian pay entitlement, including overtime that would have been received during the entire period that the EMPLOYEE is under orders as set forth in 5 USC 5519.

a. Only military pay for those workdays within the normally scheduled tour of duty as a civilian are counted in figuring offset.

b. Official vouchers submitted by EMPLOYEES upon their return are sufficient evidence for figuring offset.

D. DOCUMENTATION. Upon return from military or law enforcement leave, EMPLOYEES will submit endorsed orders to the EMPLOYER for disposition.

SECTION 8. LEAVE DONOR PROGRAM

A. PURPOSE. To provide guidance to the PARTIES of the provisions of the Voluntary Leave Transfer Program, a program under which annual leave accrued or accumulated by Federal employees may be voluntarily donated to other Federal employees who have a medical emergency that will likely result in a substantial loss of income due to the unavailability of paid leave as set forth 5 CFR Subpart I.

B. APPLICATION TO BECOME A LEAVE RECIPIENT. An application to become a leave recipient by or on behalf of an EMPLOYEE who has been affected by a medical emergency, must be made in writing to the EMPLOYER. The EMPLOYER will approve/disapprove the request and notify the EMPLOYEE in writing of its decision within 10 working days of receiving the request. The EMPLOYER may use a variety of methods to publicize the leave recipient's need for donations of annual leave.

C. APPLICATION TO BECOME A LEAVE DONOR. EMPLOYEES may make written application to the EMPLOYER to donate annual

leave to a leave recipient. Leave donors and hours donated are CONFIDENTIAL and will not be released. Annual leave may be donated with the following limitations:

(1) A minimum of one hour may be transferred;

(2) the maximum amount that can be donated is one-half of the amount of annual leave which would accrue in the leave year that the donation is made.

D. TERMINATION OF MEDICAL EMERGENCY. In accordance with 5 CFR 630.910, termination of a medical emergency will occur when:

(1) the leave recipient's Federal service is terminated;

(2) at the end of the biweekly pay period in which the leave recipient's employing agency receives written notice from the leave recipient or from a personal representative of the leave recipient that the leave recipient is no longer affected by a medical emergency;

(3) at the end of the biweekly pay period in which the leave recipient's employing agency determines, after written notice from the agency and an opportunity for the leave recipient (or, if appropriate, a personal representative of the leave recipient) to answer orally or in writing, that the leave recipient is no longer affected by a medical emergency; or

(4) at the end of the biweekly pay period in which the leave recipient's employing agency receives notice that the Office of Personnel Management has approved an application for disability retirement for the leave recipient under the Civil Service Retirement System or the Federal Employees' Retirement System.

D. RESTORATION OF DONATED LEAVE. Leave donors will be notified by the EMPLOYER of the termination of the medical emergency when unused donated leave will be returned to them. The unused donated leave will be returned on a prorated basis subject to the limitations established by law and regulation.

E. AMPLIFICATION. EMPLOYEES should contact their servicing HRO for additional information on this Program.

SECTION 9. FAMILY AND MEDICAL LEAVE ACT (FMLA) Civil service employees are covered under Title II. 5 CFR Part 630.1201 (b).

A. PURPOSE. To provide guidance to the PARTIES on the provisions of the Family and Medical Leave Act (FMLA).

B. ENTITLEMENTS. An EMPLOYEE is entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for the following reasons:

- (1) Birth of a child and care of newborn;
- (2) placement of a child with an EMPLOYEE for adoption or foster care;
- (3) care for spouse, child, or parent with serious health condition;
- (4) serious health condition of the EMPLOYEE.

C. ELIGIBILITY. To be eligible for FMLA leave under Title II, an employee must have worked as a civil servant for 12 months. 5 CFR Part 630.1201 (b) (1).

D. LEAVE SCHEDULING. Leave may be scheduled on a continuous, intermittent or reduced leave schedule as follows:

(1) INTERMITTENT LEAVE. Leave taken in separate blocks of time rather than for one continuous period of time, and may include leave periods of less than one hour to several weeks.

(2) REDUCED LEAVE SCHEDULE. A work schedule under which the usual number of hours of regularly scheduled work per day or week of an EMPLOYEE is reduced.

E. SUBSTITUTION OF PAID LEAVE FOR LEAVE WITHOUT PAY. An EMPLOYEE may elect to substitute annual leave or sick leave, consistent with applicable law and regulation, for unpaid leave for any part or all of the 12 week leave entitlement.

F. REQUESTS FOR FMLA LEAVE. To apply for FMLA leave, the EMPLOYEE will submit a request at least 30 days in advance, if possible. In an emergency situation, notice from an EMPLOYEE'S family member or other responsible party will

suffice until the EMPLOYEE is able to contact the EMPLOYER to provide additional information.

G. MEDICAL CERTIFICATION. The EMPLOYER may require medical certification subject to applicable law and regulation. The EMPLOYER may also require periodic status reports on the EMPLOYEE'S ability or intention to return to work.

H. PROTECTION OF EMPLOYMENT AND BENEFITS

(1) An EMPLOYEE who takes FMLA leave is entitled to be restored to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.

(2) If on leave without pay, an EMPLOYEE may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the EMPLOYEE contribution.

I. AMPLIFICATION. EMPLOYEES who desire more specific information on FMLA should be referred to the servicing HRO for guidance and details.

ARTICLE 17

RETIREMENT

SECTION 1. PURPOSE. To provide information to EMPLOYEES regarding retirement from federal service. This article applies only to regular voluntary retirement and not to special retirement situations such as Discontinued Service, Reduction-in-Force, and Voluntary Early Retirement Authority (VERA).

SECTION 2. The EMPLOYERS will notify EMPLOYEES and the UNION of any changes to the retirement systems.

SECTION 3. The EMPLOYERS will provide EMPLOYEES and the UNION with information regarding scheduled retirement seminars. This information will include the criteria for attendance, date, location, and duration of these seminars. If the EMPLOYER approves their attendance, EMPLOYEES will be allowed to attend these retirement seminars at no charge to their leave.

SECTION 4. EMPLOYEES who submit retirement paperwork may reverse their decision to retire, pull their paperwork back, and remain in their position where permitted to do so under applicable law and regulation. EMPLOYEES desiring to pull back their retirement paperwork must contact their servicing HRO immediately and submit their desire in writing.

ARTICLE 18
AREA WAGE SURVEY

SECTION 1. The EMPLOYER will notify the UNION as soon as information is received by the EMPLOYER that the Department of Defense Wage Fixing Authority has directed the start of an official Area Wage Survey. When appropriate, the UNION will be permitted to make presentations to the local Wage Survey Committee.

SECTION 2. EMPLOYEES selected by the UNION and approved by the EMPLOYER to participate as a data collector on the Area Wage Survey will be released and placed on official time for this purpose.

ARTICLE 19
JOB/POSITION CLASSIFICATION

SECTION 1. The job/position description is a statement of the major duties and responsibilities, qualification and skill requirements, and organizational location of a position within the control of the EMPLOYER. The EMPLOYER maintains the currency and accuracy of descriptions, and may add to, modify, or delete provisions thereof as necessary. When changes occur in the major duties, responsibilities or technical functions, the description will be amended to reflect these changes. Minor changes to official descriptions may be made by pen and ink changes concurrent with review by the classification official.

SECTION 2. INACCURATE JOB/POSITION DESCRIPTIONS

A. When any EMPLOYEE feels that their job/position description does not adequately and accurately reflect the duties they are performing, they are entitled to discuss the matter with their supervisor. If this discussion fails to resolve the issue to the EMPLOYEE'S satisfaction, the EMPLOYEE will present in writing those duties which they feel are not reflected in their description and which they feel constitute significant changes from their current position description. Significant changes are those affecting major duties and responsibilities for a significant portion of the time and which are of a recurring nature.

B. The supervisor will accept or reject the proposed changes within 30 calendar days and notify the EMPLOYEE of that decision in writing. If the supervisor accepts the proposed changes, they will, within 30 additional calendar days, forward the proposed changes to the EMPLOYER.

C. The EMPLOYER will accept or reject the proposed changes within 30 calendar days and notify the EMPLOYEE of that decision in writing via the supervisor. If the EMPLOYER accepts the proposed changes, these changes will be forwarded to the appropriate Staffing and Classification office for action.

D. The EMPLOYER will provide a written decision to the EMPLOYEE from the Staffing and Classification office as soon as possible.

E. The aforementioned timeframes may be extended upon mutual agreement of the PARTIES.

SECTION 3. An EMPLOYEE, or designated representative, may request, in accordance with the Position Classification Appeal Procedure (See 5 CFR Part 511), an OPM decision on the appropriate occupational title, series or grade of the EMPLOYEE'S official position. Upon the request of the EMPLOYEE or their designated representative, the EMPLOYER will provide information concerning the EMPLOYEE'S rights to request the OPM decision and the appropriate procedures to do so as set forth in applicable law and regulation. Additionally, the EMPLOYEE and their representative will be permitted to review classification standards that pertain to the EMPLOYEE rating or position associated with the request to OPM.

SECTION 4. The EMPLOYER agrees that when new job grading standards are issued, the matter will be briefed before the respective Labor/Management Forum. The UNION will be provided copies of the Bargaining Unit position descriptions upon request.

SECTION 5.

A. Position/job descriptions do not control assignments, and the EMPLOYER may direct and assign specific tasks or projects which are not reflected in the position/job description. When the term "such other duties as may be assigned" or its equivalent is used in a Wage Grade or General Schedule job or position description, the term is mutually understood to mean "tasks that are normally related to the position and are of an incidental nature."

B. It is also understood that the language of paragraph (a) above does not prevent the EMPLOYER from assigning unrelated work to EMPLOYEES when of a temporary nature, and when periodically necessary, such as:

(1) a general shop, office or station cleanup is periodically required;

(2) work as defined in the EMPLOYEE'S position description is not available.

ARTICLE 20
MERIT PROMOTION PROGRAM

SECTION 1. Merit promotion to a position vacancy will be on the basis of qualifications and merit. Any proposed changes in the Merit Promotion Program will be brought before the respective Labor/Management Forums prior to implementation.

SECTION 2. The EMPLOYER reserves the right and may elect to fill vacant positions by methods other than Merit Promotion such as reassignment, re-promotion, reinstatement, transfer, or other official appointments as well as through career promotions under an approved training and career development program. The EMPLOYER is strongly encouraged to consider qualified internal candidates when filling its vacancies.

SECTION 3. An automated staffing program is the primary method for applying and filling vacancies. The EMPLOYER will ensure that EMPLOYEES are properly trained on the applicable program.

SECTION 4. Management Identification of Candidates (MIC) is an abbreviated process that can be used by the EMPLOYER to quickly identify candidates and fill vacancies. The EMPLOYER will notify the UNION when MIC is employed.

SECTION 5. Promotions will be made without regard to political, religious, UNION affiliation or non-affiliation, marital status, race, color, sex, age, national origin, or non-disqualifying physical handicap.

SECTION 6. Sick leave usage will not be used in the rating process unless there is a current documented abuse of sick leave e.g., a disciplinary action or Letter of Requirement.

SECTION 7. Applicants will be identified and referred to the selecting official in accordance with merit promotion principles. Non-selection of an applicant after receiving proper consideration shall not be a matter for processing a grievance under Article 32. EMPLOYEES still have the right to file charges against the EMPLOYER with the Office of Special Council (OSC), if they feel that merit principles were violated, or an Equal Employment Office (EEO) complaint in cases where the EMPLOYEE feels that discrimination was a factor, consistent with applicable law and regulation.

SECTION 8. The EMPLOYER will, upon request, provide feedback to EMPLOYEES who were on a certificate but were not selected for the vacancy.

SECTION 9. Unless leave is requested in accordance with Article 16, EMPLOYEES of a UNIT will not be charged leave to participate in interviews conducted by the EMPLOYER for positions within the local commuting area.

ARTICLE 21
TEMPORARY PROMOTIONS, DETAILS AND
REASSIGNMENTS

SECTION 1. TEMPORARY PROMOTIONS. A temporary promotion is the temporary assignment of an EMPLOYEE to higher level duties for which compensation is received. A temporary promotion of less than 120 calendar day increments may be rotated among EMPLOYEES who have the qualifications and skills of the position. Temporary promotions in excess of 120 calendar day increments will be filled through competitive procedures. EMPLOYEES who are officially assigned to UNIT positions classified at a higher grade level than their regular position for a period in excess of 30 calendar days will be temporarily promoted provided qualification and eligibility requirements are met (See 5 CFR Part 335).

SECTION 2. DETAILS. A detail is the temporary assignment of an EMPLOYEE to another position or set of duties for a specified period of time without a change in base compensation.

A. A detailed EMPLOYEE:

(1) Is not required to meet the qualification or time-in-grade requirements for the position to which detailed;

(2) does not receive additional compensation if the detail is to a higher graded position and the EMPLOYEE is not temporarily promoted in accordance with Section 1 of this Article; and

(3) continues to officially occupy the position from which the EMPLOYEE has been detailed.

B. An EMPLOYEE may not be detailed to a different position within 90 calendar days of receiving a non-temporary competitive appointment unless the EMPLOYER waives the restriction to:

(1) facilitate placement of an injured EMPLOYEE in a light duty status;

(2) make an emergency detail of not more than 30 calendar days, or

(3) as otherwise permitted by applicable law and regulation.

C. Non-competitive details of less than 120 calendar days may be rotated among EMPLOYEES to the maximum extent possible.

D. Details to the Same or Lower Grade Positions and to Unclassified Duties are limited to an initial period of 120 calendar days but may be extended in 120 day increments up to a maximum of one year. Such details may be extended to a maximum of two years if the EMPLOYER is undergoing contracting out studies or closure. The PARTIES understand that the aforementioned time restrictions are continuances of past policies and recognize that adjustments may be subsequent to impact and implementation bargaining.

E. Details to Higher Grade Positions and to Positions with More Promotion Potential are limited to 120 calendar days or less in any 12 month period. If the detail lasts 120 days or more, the detail must be by competitive appointment. When merit promotion procedures are used, competitive details are limited to one year under normal circumstances and two years when the EMPLOYER is undergoing contracting out studies or closure. The PARTIES understand that the aforementioned time restrictions are continuances of past policies and recognize that adjustments may be made subsequent to impact and implementation bargaining.

F. REQUIRED DOCUMENTATION

(1) Details to the Same or Lower Grade Positions and to Unclassified Duties. Less than 120 calendar days no documentation is required. If 120 days or more, a Request for Personnel Action (RPA) must be prepared and forwarded to the servicing HRO. The effective date is the date that the EMPLOYEE initially was assigned to the detailed position. A new RPA must be prepared for each extension of 120 days. The RPA will be filed in the EMPLOYEE'S electronic Official Personnel Folder (eOPF) and a copy will be provided to the EMPLOYEE.

(2) Details to Higher Grade Positions and to Positions with More Promotion Potential. If 30 calendar days or less no documentation is required. If more than 30 and/or less than 120 calendar days, a Request for Personnel Action (RPA) must be prepared and forwarded to the servicing HRO with the EMPLOYEE'S name and date of initial assignment. The RPA will be filed in the EMPLOYEE'S eOPF and a copy will be provided to the EMPLOYEE. Otherwise, an RPA requesting advertisement of a competitive detail must be submitted to the servicing HRO.

SECTION 3. REASSIGNMENTS. Reassignment is the movement of an EMPLOYEE from one position to another without change in grade or pay. Reassignments cannot be used to discipline an EMPLOYEE unless through appropriate adverse action or disciplinary procedures. The EMPLOYER may consider temporarily assigning an EMPLOYEE who is temporarily disabled from performing the full range of duties of their position to duties for which the EMPLOYEE is qualified and capable of performing.

ARTICLE 22
EMPLOYEE PERFORMANCE APPRAISAL

SECTION 1. The PARTIES agree that any performance appraisal system in place will be used as an EMPLOYER process, with EMPLOYEE participation, in developing goals and work requirements, improving both individual and organizational effectiveness, and accomplishing EMPLOYER mission.

SECTION 2. The UNION will be provided a copy of the Performance Plan for any position in the UNIT, upon request.

SECTION 3. The PARTIES further agree that EMPLOYEES who use authorized official time in labor relations activities or representational duties will not be penalized on their appraisals for approved absences or use of official time.

SECTION 4. The PARTIES agree that every EMPLOYEE will receive an annual performance appraisal as governed by applicable law and regulation. Problems with job/position descriptions identified during the performance appraisal will be addressed in an expeditious manner. The PARTIES agree that it is important for EMPLOYEES to inform the EMPLOYER when they feel that their description is not accurate. (See Article 19 and/or 32).

SECTION 5. If EMPLOYEES disagree with their performance appraisal, they may grieve it under Article 32.

ARTICLE 23a
FIRE AND EMERGENCY SERVICES

SECTION 1. Applicability of Firefighter Article to F&ES
 Employees

A. This Article pertains specifically to CNRSE bargaining unit employees who occupy positions classified under the OPM Position Classification Standard for Fire Protection and Prevention Services, GS-0081, hereafter known as F&ES EMPLOYEES and/or EMPLOYEES/EMPLOYEE. Notwithstanding any other provision of this CBA, current local Standard Operating Policies/Guidelines (MOUs, SOPs, SOGs, etc.) impacting the F&ES personnel now in effect and not explicitly addressed in this CBA, will remain in effect until such time as they are re-negotiated. Such policies may be renegotiated by mutual consent of the parties.

SECTION 2. "Duty and Standby Time"

A. Duty Time. Eight hours of each employee's shift is considered Duty Time when the employee can be assigned "actual work" when they may be required to accomplish duties such as standing roll call, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies are present, preparing and maintaining reports and other times, suppressing fires and conducting operations connected therewith, housekeeping, assigned physical fitness periods, preparing for and standing inspections, monitoring the work of others, and performing other job-related duties assigned by the EMPLOYER. During this period, EMPLOYEE shall respond to all alarms.

B. Standby Time. The period of time in a shift beyond the hours of duty time described in section 2A above is when an EMPLOYEE is in "Stand-By" status. During the time an employee is in a standby status, he/she shall be free to eat, sleep and to, attend "lunch and learns" as long as he/she remains ready to respond to an alarm. It is agreed that some administrative duties such as but not limited to run reports and patient care reports may be required during stand-by time. It is also agreed that proficiency training may be conducted during stand-by time.

The EMPLOYER agrees to guard against scheduling work/duties described in section 2A above during the EMPLOYEES' "stand-by" time. If training is pre-planned for other than regularly scheduled duty time, EMPLOYEES will be allowed, unless exigent circumstances preclude, offset time during regularly scheduled duty time.

C. Meal periods may be considered "stand-by" time or part of the "duty day" and should be of adequate duration to ensure that EMPLOYEES have sufficient time to prepare and consume their meal.

SECTION 3. Fire Department Overtime Requirements

A. The Parties recognize the importance of adequate fire protection throughout the region and that EMPLOYEES may be required to work overtime. Assignments to overtime will be distributed as equitably as possible. The EMPLOYER will normally notify EMPLOYEES of the requirement to work overtime as soon as practicable in advance of the duty assignment. Overtime may be traded amongst equally qualified EMPLOYEES certified to fill the position and in accordance with installation level departmental standard operating guides. The EMPLOYER may, upon request, relieve an employee from an overtime assignment where such assignment would result in an unreasonable inconvenience to the affected employee and where another employee is qualified and willing to work.

(1) NON-EMERGENCY OVERTIME. Once the need for overtime has been established, the EMPLOYER will attempt to fill all overtime requirements by seeking volunteers. If the EMPLOYER is unable to fill overtime requirements by utilizing volunteers, then mandatory overtime may be required. The EMPLOYER will then utilize a mandatory overtime list. If an EMPLOYEE is forced to work overtime, for any period of time, his/her name will then be placed on the bottom of the list. Personnel shall not be on duty more than 72 consecutive hours and must be off duty 24 hours prior to the start of his/her next shift. This may be exceeded with CNRSE F&ES RPD approval for natural and/or man-made disasters or other unforeseen circumstances to meet mission requirements.

(2) To offset the cost of overtime the parties agree that lower graded EMPLOYEES with the proper certifications and qualifications may be utilized to fill the higher graded positions, before someone is called in on overtime.

(3) F&ES EMPLOYEES assigned to an operational shift and possessing the required certifications may be assigned to higher-level positions over equally or higher graded non-operational GS-0081 support personnel.

(4) 56/60 Hr. GS-0081 personnel required to support firefighting operations shall be certified for the duties assigned. Support personnel may be required to demonstrate proficiency in assigned firefighting duties as determined by the EMPLOYER.

(5) CALL BACK. The EMPLOYER will take whatever steps it deems necessary to meet emergency requirements, including requiring EMPLOYEES to return to duty. The parties agree that maintaining the appropriate F&ES staffing to meet emergency response levels requires immediate response to call backs from the EMPLOYER. EMPLOYEES required to return to work at a time outside of and unconnected with their scheduled hours of work within their basic workweek to perform unscheduled overtime will receive at least two hours overtime pay, consistent with applicable law and regulation even if their services cannot be utilized when they report to work. EMPLOYEES will report for duty for Call Back overtime in a reasonable period of time, based upon their location at the time the call back is received. If the employee is not fit for duty when contacted he/she must immediately notify the supervisor and not attempt to return to the duty station.

SECTION 4. EMPLOYER CHANGES TO ESTABLISHED WORK SCHEDULES

A. The EMPLOYER may change Kelly Days Off (KDO) and/or transfer EMPLOYEES to meet mission requirements. If the EMPLOYER adjusts KDO's and/or transfer EMPLOYEES between shifts or groups, the EMPLOYER shall attempt to satisfy these requirements through equally qualified volunteers. When no volunteers are available, the EMPLOYER may make assignments from among qualified EMPLOYEES. The EMPLOYER will, when feasible, inform EMPLOYEES of changes in work days and/or shift hours at a minimum of one (1) pay period in advance.

B. The EMPLOYER will attempt to honor previously scheduled Annual Leave, and KDOs for which tickets/reservations have been purchased prior to the scheduling change. Proof of purchase prior to the schedule change will be required to substantiate employee's claim.

SECTION 5. TRADING TIME

A. Equally qualified EMPLOYEES certified for the position may exchange one 24-hour tour of duty if approved by the Fire Chief or their designee(s). Trades must be agreed to in writing by both EMPLOYEES concerned. Such trades shall not result in either working more or less than his/her total scheduled duty hours during a pay period, must be completed in the same pay period and shall not create a situation in which one or both EMPLOYEES would be entitled to additional compensation of any kind.

(1) The practice of "trading time" between EMPLOYEES may be permitted, provided the following conditions are met:

a. The trading of time is done "voluntarily" by EMPLOYEES participating in the program and not at the request of the EMPLOYER.

b. The reason(s) for trading time is because of the EMPLOYEES' desire or need for time off and annual leave is not available.

i. An employee who exchanges duty time must be fit for duty when reporting for work.

ii. A complete and explicit turnover of responsibilities shall be made between off- going and on coming EMPLOYEES at that time.

iii. Exchanges will be between EMPLOYEES of the same grade and/or with the same certifications and same qualifications. Exchanges between EMPLOYEES one grade level above or below may be approved by the EMPLOYER.

(Example: A GS-07 Fire Fighter qualified and certified to the GS-08 Lead Fire Fighter level may trade time with the GS-08 Lead FF. However, a GS-07 FF trained and certified to the GS-09 Station Chief (SC) level may not trade time with the SC).

iv. If an employee is trading time, that employee cannot request incidental leave until the on-coming shift EMPLOYEES have had an opportunity to request leave.

c. EMPLOYEES who wish to trade time will submit written requests, via appropriate form, to the on-duty supervisor as soon as practical prior to the exchange. The

request will specify the exact dates and time of the trade. The Supervisor may approve/disapprove the request. Approvals and disapprovals will be provided in writing.

B. EMPLOYEES involved in a proposed/actual swap of time are responsible for resolving disputes of said time swap.

SECTION 6. DUTY STATION HEALTH AND SAFETY (LIVING QUARTERS)

A. The EMPLOYER will provide the following:

(1) Sleeping quarters' furnishings: Mattresses and mattress covers. Mattresses should be replaced in accordance with manufacturer's recommendations.

(2) Lockers or cabinets to store linens, toiletries, supplies and extra clothing;

(3) Adequate refrigerator space at each station for storage of F&ES EMPLOYEES' food;

(4) Cooking appliances and eating utensils such as stoves, toasters, microwave ovens, pots and pans, glasses, plates, bowls, forks, spoons, knives and cooking utensils at each fire station;

(5) Tables and chairs in an adequate number for on-duty personnel assigned to each station;

(6) Sanitizing dishwasher in each station;

(7) Washer and dryer for maintaining linens and uniforms;

(8) TV and video player.

B. Maintenance problems will be called to the attention of the Supervisor on-duty who will notify the appropriate maintenance authority and request action to correct the problem.

SECTION 7. MODIFICATIONS TO EXISTING OR PLANS FOR NEW FIRE STATIONS

The EMPLOYER will solicit input from EMPLOYEES concerning the working/living conditions for F&ES EMPLOYEES that will exist upon completion of modifications to an existing fire station or the construction of a new station.

Section 8. PHYSICAL FITNESS

A. Supervisors may observe and monitor F&ES EMPLOYEES in the performance of their duties and on training drills which include the EMPLOYEES' physical ability to perform. For example, conducting a stair climb wearing self-contained breathing apparatus, performing tool raises, conducting ladder operations, etc. If the EMPLOYER observes a firefighter having difficulty performing the duties of his position during actual alarms or drills, then they will document this and may order a fitness for duty examination in accordance with applicable regulations.

B. F&ES EMPLOYEES shall engage in the approved physical fitness exercise program. To facilitate this, the parties agrees as follows:

(1) Except when exigent circumstances exist, EMPLOYEES shall participate in a physical exercise workout program for 60 minutes during their duty time.

(2) With the approval of the on duty Supervisor, F&ES EMPLOYEES may utilize the Installation fitness center for physical fitness exercise workout during the time the gymnasium is routinely open where Fire Stations do not have an approved unmanned Physical Fitness Center

SECTION 9. PROTECTIVE CLOTHING AND EQUIPMENT

A. The parties are in agreement that the proper use of safety equipment is paramount to creating a safe working environment. EMPLOYEES shall work in a safe manner and wear protective equipment to include but not limited to PPE, SCBA, safety shoes, seat belts and other equipment prescribed by the EMPLOYER and to report observed safety and health hazards to the EMPLOYER in accordance with applicable procedures.

B. Protective clothing furnished to EMPLOYEES will be in accordance with Department of Navy policy. EMPLOYEES shall be responsible for the condition of the items furnished to them and the return of such items as required by the EMPLOYER. EMPLOYEES will immediately report missing, damaged or defective equipment to the on duty supervisory firefighter. It is understood, that where evidence of neglect/abuse is present, EMPLOYEES may be required to reimburse the EMPLOYER for lost or damaged equipment. The EMPLOYER will replace protective clothing and equipment when it is no longer serviceable or IAW its life expectancy. Additional equipment will be provided as required

by regulations. EMPLOYEES will not be required to share any part of their turnouts and/or Wildland gear, or goggles with another employee. The EMPLOYER will provide prescription SCBA inserts including lenses.

SECTION 10. Training and Drills

A. Training

(1) As funding allows, the EMPLOYER may pay for or provide required certification training for the position currently occupied by an employee. An employee may have a maximum of two attempts to pass the required training.

(2) Duty Hours Pertaining To Temporary Assigned Duty (TAD) For Training. In order to alleviate excessive overtime costs, the EMPLOYER may assign an appropriate work schedule for periods of TAD within the local area.

i. EMPLOYEES in a TAD status may be required to call the shift supervisor NLT 0800 or before the start of the Employee's shift (whichever is earlier) daily to ensure staffing levels have been met for the shift.

ii. In the event staffing levels are being augmented by overtime/compensatory time, EMPLOYEES may be required to report for duty immediately after being released from training.

B. Drills. Drills are primarily for the purpose of training and for improving the operational readiness of EMPLOYEES. Due diligence and care should be taken to ensure that F&ES EMPLOYEES are not injured or jeopardized by conditions during the conduct of drills. Therefore, the EMPLOYER will consider extreme weather conditions when scheduling outside drills/training.

SECTION 11. Training Materials

A. As funding allows, the EMPLOYER may provide and maintain a department library consisting of fire prevention films, books, periodicals, journals, etc., for EMPLOYEES' self-development which may be checked out by F&ES EMPLOYEES for their use. The training library should also contain copies of all current SOPs MOAs/MOUs and a copy of this agreement. Items may

be added/included at the EMPLOYER's discretion, including items requested by F&ES EMPLOYEES.

B. As funding allows, the EMPLOYER agrees to provide access to NFPA Codes and Standards.

SECTION 12. Uniforms

A. The specific number and types of uniform articles contained in Table 1 to Art 23(a) are the prescribed items necessary for all F&ES EMPLOYEES.

(1) At a minimum, F&ES EMPLOYEES shall obtain and maintain the items referenced in Table 1. These items shall be maintained in a serviceable condition at all times.

(2) If at any time the installation Fire Chief or supervisor observes an employee who has reported to work wearing a tattered unserviceable (torn, missing buttons, sleeves removed, faded, etc.) uniform items, the employee may be required to immediately change into an appropriate uniform. The employee may be in a non-paid status (LWOP) until he/she changes into a serviceable uniform.

(3) The initial uniform allowance for new hires will be \$1100 to be distributed following successful physical and drug screening results. The initial amount will be used to procure the necessary uniform articles including safety boots.

(4) If a newly hired employee is required by the EMPLOYER to have a dress uniform, the initial uniform allowance will be \$1600 rather than the \$1100.

(5) An F&ES employee who is transferred to, or re-employed in, a position with different uniform requirements shall be paid an appropriate allowance rate appropriate to the new position on or before the date the employee is required to wear the uniform for the first time.

(6) The EMPLOYER and the Union agree to meet annually to confer regarding the items to be included in Table 1.

B. Annual Maintenance. It is understood that over time and through use uniforms wear out. As such, the EMPLOYER will pay all uniformed GS-0081 personnel an annual uniform allowance of \$800.00.

C. If a prescribed uniform is damaged while performing any job related duties and/or functions the employee will provide the items to his/her supervisor with a written explanation as to what occurred. Upon satisfaction by the EMPLOYER, the item that was damaged in the line of duty will be replaced at no cost to the employee pursuant to applicable law and regulation.

D. Verification of Appropriate Use of Funds.

(1) The EMPLOYER is required to determine in a reasonable manner that EMPLOYEES have properly accounted for the uniform allowances that they receive (initial and annual). As such, "sea bag" inspections/review will be scheduled throughout the year as determined by the EMPLOYER. This may be done by the installation Fire Chief, installation Deputy Fire Chiefs and installation Assistant Fire Chiefs or other FES department supervisors, one employee at a time or as otherwise determined, with results provided to the Installation Fire Chief.

ARTICLE 23A - TABLE 1
UNIFORM ARTICLES

Regional Mandatory Uniform Inventory Sheet (MUIS)

ADDITIONAL \$500.00 INITIAL CLOTHING ALLOWANCE WILL BE PROVIDED IF REQUIRED TO PURCHASE:

ITEM	BUE
Dress Uniform (Jacket)	1
Bell Cap	1
Dress Shirt (lg. sleeve)	1
Dress Shirt (sht. sleeve)	1
Dress Pants	1
Dress Belt	1
Dress Shoes	1
Dress Socks	1
Dress Gloves	1
Mourning Band	1
White T-shirt	3
Sweater	N/A

REQUIRED TO PURCHASE / MAINTAIN WITH \$1100.00 INITIAL & \$800.00 ANNUAL CLOTHING ALLOWANCE:

COLD WEATHER	BUE
Rain Jacket (w/hood)	1
Coat (w/liner)	1
Job/Work Shirt	1
Watch Cap	1
Gloves	1

STATION WEAR 100% Cotton*/NFPA Labeled / Fire Resistive (optional)*****

Shirt (LS) **	2
Shirt (SS) **	4
T-Shirt (LS) *	1
T-Shirt (SS) *	5
Safety toed boots	1

Shirts may be any combination of button-down or polo type as determined locally.

Work/EMS Pants **	3
Work Shorts	
Work Belt	1
Work Socks *	5
Baseball Cap	1

As determined locally.

ACCESSORIES (May be provided by Employer)

Patches	As needed
Badge	1 ea.
Collar Brass	1 set.
Name Tags	2 ea.
Tie	1 ea.
Tie Bar	1 ea.

Patches include American flag, EMT, and organization as determined locally.

ARTICLE 23 B.
NAVY CIVILIAN POLICE / GUARDS

SECTION 1. This article pertains specifically to Commander Navy Region Southeast (CNRSE) GS-0083 Police and GS-0085 Guards. Nothing contained in this article can be utilized in any other program but Civilian Police and Guard Forces.

SECTION 2. HOURS OF WORK FOR ATFP EMPLOYEES.

A. An EMPLOYEE is performing "actual work" when they are required to accomplish duties such as pre-shift and post-shift activities such as uploading and downloading, standing roll call, inspecting and maintaining Police apparatus giving and receiving job related training, being present at meetings and formal gatherings, preparing and maintaining reports, housekeeping, assigned physical fitness periods, preparing for and standing inspections, monitoring the work of others, and performing other job-related duties assigned by the EMPLOYER.

B. The parties recognize that changes to work schedules such as a change from 10 hour to 12 hour shifts are appropriate for Impact and Implementation (I&I) bargaining.

C. EMPLOYEES will be assigned to a shift that best meets the needs of the mission.

D. In the event a vacancy occurs, qualified EMPLOYEES with the oldest SCD date will get preference on shift choices.

E. When the EMPLOYER determines that a shift change for an employee is necessary, the EMPLOYER agrees to give the affected employee a minimum notice of one pay period unless exigent circumstances require less notice.

F. Police Officers on patrol will be afforded reasonable breaks in accordance with applicable law and regulation, but not to interfere with emergency calls for service.

SECTION 3. SAFETY AND HEALTH.

A. Police and Guards will be provided a location in the station, equipped with securable lockers, where they can prepare for their respective shifts, or to secure items from the previous shift.

B. The uploading and downloading of assigned weapons is considered hours of work.

C. The EMPLOYER agrees that all protective gear such as helmets, ballistic vest, and external vest carriers will be issued by the EMPLOYER. All protective gear issued will be in compliance with all applicable safety standards that apply to the specific equipment issued.

(1) When issued protective gear becomes damaged, unserviceable or reaches its manufacturers lifetime expectancy or expiration date, the EMPLOYER agrees to replace the unserviceable gear.

(2) EMPLOYEES will not be required to share issued equipment with other EMPLOYEES.

SECTION 4. PHYSICAL AGILITY TEST

Physical Agility requirements will be conducted in accordance with current CNICINST 3502.02 and subsequent amendments to same.

SECTION 5. LAW ENFORCEMENT OFFICERS SAFETY ACT OF 2004 (LEOSA)

The Agency agrees to issue and maintain credentials in accordance with Agency applicable rules, policies, and procedures including providing required training. This does not include state training or state credentialing.

SECTION 6. OFF STATION DUTIES

If a police officer is required to leave the installation in uniform during the performance of assigned duties, the officer will be allowed to carry his issued service weapon unless otherwise restricted by law or regulation.

SECTION 7. MILITARY SUPERVISION

When military personnel are put in direct supervision of civilian police and guards in other than a temporary or emergent situation, the EMPLOYER agrees to provide the military supervisor with civilian supervisor training, as well as training in this CBA.

SECTION 8. TRAINING

A. Training and development of EMPLOYEES is important in accomplishing both the missions of the EMPLOYER and the Federal career goals of EMPLOYEES. The EMPLOYER will seek funding for training to develop, promote and maintain adequate training programs that are consistent with the mission and needs of the Security Department. The EMPLOYER may provide EMPLOYEES with information concerning known available Schools. The EMPLOYER may, at its discretion, send EMPLOYEES to such schools. When additional mission requirements or tasking are required, additional training will be provided at the discretion of the EMPLOYER. Training provided by the EMPLOYER and EMPLOYER required testing will be conducted in a paid duty status.

(1) The EMPLOYER, at its discretion, may allow 'NO COST TAD' to allow EMPLOYEES to attend job related training for advancement certifications as applicable.

(2) With prior approval, all fees for certifications required by the EMPLOYER for the Employee's current position shall be paid by the EMPLOYER or reimbursed to the employee upon presentation of proof of payment and satisfactory obtaining said certification.

SECTION 9. UNIFORMS

A. The specific number and types of uniform articles contained in Tables 2 and 3 are the prescribed items necessary for all uniformed GS0083/0085 personnel within Navy Region Southeast.

(1) It is agreed upon by management and labor that the specific items in Tables 2 and 3 shall be maintained in a serviceable condition at all times.

(2) At any time during the year, if the Installation Security Directors (ISDs) or supervisor observes an employee who has reported to work wearing a tattered or unserviceable uniform item, the employee may be required to immediately change into an appropriate uniform in a non-paid status.

B. Initial Uniform Allowance for GS-0083 Uniformed Police Officers: Provided that funding is available, initial uniform allowance for GS-0083 uniformed police officer new hires will be \$500 to be distributed following successful physical and drug screening results, and prior to attending FLETC (FLETC as used

herein refers to the Federal Law Enforcement Training Center or other initial training as determined by the Agency). The initial amount will be used to procure the necessary uniform articles for FLETC.

(1) Upon successful completion of physical and drug screening, the ISD shall submit a signed copy of the employee's WAWF form (Table 1) scanned into .PDF format, the unsigned Excel WAWF form, and a copy of the employee's Direct Deposit form to the Regional Force Protection Program Director/Regional Security Officer (RSO) for immediate payment processing.

(2) The ISD should ensure that all newly hired personnel, prior to attending FLETC, order and receive their initial uniform items as set forth in Table 2.

(3) Following successful completion of FLETC and returning to their assigned installation, GS0083 uniformed Police Officers will be provided an additional \$1300 uniform allowance for purchase of the proscribed uniform as set forth in Table 3.

C. Initial Uniform Allowance for GS-0085 Uniformed Guards: Initial uniform allowance for GS-0085 uniformed guard new hires will be \$500 to be distributed following successful physical and drug screening results, and prior to completing "The Course of Instruction for Guards". The initial amount will be used to procure the necessary uniform articles for The Course of Instruction.:

(1) Upon successful completion of physical and drug screening, the Installation Security Directors (ISDs) shall submit a signed copy of the employee's WAWF form (Table 1) scanned into .PDF format, the unsigned Excel WAWF form, and a copy of the employee's Direct Deposit form to the Regional Force Protection Program Director/Regional Security Officer (RSO) for immediate payment processing.

(2) The ISD should ensure that all newly hired personnel, prior to attending the course of instruction, order and receive their initial uniform items as set forth in Table 2.

(3) Following successful completion of the course of instruction and returning to their assigned installation, GS0085 uniformed Guards will be provided an additional \$1300 uniform allowance for purchase of the proscribed uniform as set forth in Table 3.

D. Annual Maintenance. It is understood that over time and through use uniforms wear out. As such, the EMPLOYER will pay all uniformed GS0083/0085 personnel an annual uniform allowance of \$800.00.

E. If a prescribed uniform item is damaged while performing any job related duties and/or functions the employee will provide the items to his supervisor with a written explanation as to what occurred and upon satisfaction by the EMPLOYER that the item was damaged in the line of duty the Agency will replace the item at no cost to the employee pursuant to applicable law and regulation.

F. Verification of Appropriate Use of Funds. The EMPLOYER is required to determine in a reasonable manner that EMPLOYEES have properly accounted for the uniform allowances that they receive (initial and annual). As such, "sea bag" inspections/ review will be scheduled throughout the year as determined by the EMPLOYER. This may be done by the Watch Commander or other security department supervisors, one employee at a time or as otherwise determined, with results provided to the ISO. This does not preclude the ISO from conducting sea bag inspections.

G. Government Furnished Equipment: When FLETC graduates complete their training, the ISD, or designee, shall issue each member the articles listed in Table 4, with the exception of the bicycle helmet and/or ATV helmet with skull cap. Also included with the web gear will be the collapsible baton, OC spray, handcuffs with case, holster, magazine holder, latex gloves with pouch, flashlight and radio in accordance with the CNIC authorized equipment list (AEL).

H. Bike, ATV, Harbor Patrol: If an employee is assigned to Bike patrol, ATV patrol or Harbor patrol, the ISD, or designee, will submit an additional WAWF form to cover the estimated cost of the article for disbursement to the employee and authorize them to purchase the articles from Table 5 from their uniform allowance.

ARTICLE 23B - POLICE/GUARDS

Table 1:

UNIFORM ALLOWANCES FOR WAWF SUBMISSION													
Approving Official (Signature):			DATE:										
Printed Name:			POC (Name & Phone):						"X" Type				
<small>Regulatory Guidance: DoDPMR VOL 8, Chapter 33 (Departmental Accountable Officials Certifying Officers and Review Officials)</small> <small>FUCO-Privacy Sensitive: PRIVACY ACT STATEMENT-This information is protected under the Privacy Act of 1974 and shall be handled as "FOR OFFICIAL USE ONLY." Violations may be punishable by fines, imprisonment, or both.</small>													
NAME (LAST, FIRST, MI)	FULL SSN	ADDRESS (Should Be Same as Payroll)	DOCUMENT NUMBER	JOB ORDER (Cost Code)	EE	Amount	Retro Pay	Initial (New)	ANNUAL	1 ST	2 ND	3 RD	4 TH
Smith, John, W	123-45-6789	23 Maple St., LaLaland, TX. 54321		096971CTL27	U	234.66		X					

Note: This is a standard form used by DFAS and cannot be changed. Please do not use the quarterly (1st, 2nd, 3rd, and 4th) columns, as they no longer apply to Region Southeast.

ARTICLE 23B - POLICE/GUARDS

Table 2:

ACADEMY PHASE I	
Description	QTY
511 "TACLITE PRO" 65% Poly, 35% polycotton TDU RIPSTOP PANTS, Navy Blue	2
511 "TACLITE PRO" 65% Poly, 35% polycotton TDU RIPSTOP SHIRT, LONG SLEEVE, Navy Blue, with epaulets, Name Tape, and badge holder	1
511 "TACLITE PRO" 65% Poly, 35% polycotton TDU RIPSTOP SHIRT, SHORT SLEEVE, Navy Blue, with epaulets, name tape, and badge holder	1
UNIFORM TROUSERS, 5-51/2 oz POLYESTER, ELBECO "TEX TROP" Classic, Dark Navy	1
UNIFORM SHIRT, 5-51/2 oz POLYESTER, ELBECO "TEX TROP" Classic, Zippered, Dark Navy (Ptlmn/Sgt), White (Lt and above), Short Sleeve	1
WINDBREAKER, Navy color, Nylon shell, Lightweight flannel lining, Snap front closure, 2 front slash pockets, Raglan sleeves with elasticized cuff, with Silk-Screened (Silver for Patrolman/Gold for Sergeants and above) "POLICE" or "SECURITY" on back, Silk Screen Badge on front	1
BELT 1.5IN Velcro Closure, Black Nylon, "DUTY PRO"	1
BELT 1.5IN Velcro Closure, Black Leather, "Gould & Goodrich"	1
BOOTS, 8" Alpha Force Boot, Leather/Cordura®, Waterproof aqua-guard liner, Composite toe, ASTM-F2413-05 safety toe standards, Fiberglass shank, Moisture wicking lining, Oil and slip-resistant outsole	1
Ballcap, Under Armor, Flex-Fit, Four-way stretch, 6-panel, Dark Navy, with 1" – 1.5" (Silver for Patrolman/Gold for Sergeants and above) depicting POLICE or GUARD on front.	1
Cloth Name Tape, Navy Blue, (Silver for Patrolman/Gold for Sergeants and above) (ORDER WITH TDU SHIRTS ABOVE)	2
Hanes T-shirts, Comfort Soft, Tagless, Blue, Pack of 4	1

ARTICLE 23B - POLICE/GUARDS

Table 3:

ACADEMY PHASE II	
Description	Qty
SEIRUS Xtreme, all weather gloves, 100% waterproof, Windproof, Breathable, 4 way stretch, Fleece lined, Stretch Cuff	1
V-neck 2X2 Rib Commando Sweater, COBMEX, 8082, Shoulder/elbow patches, Velcro™ closure epaulettes, 70% Durapil™ Acrylic/30% Wool	1
Gerber Enforcer Jacket, All-Weather, Navy, waist-length, waterproof/breathable fabric, articulated radical sleeves, polar fleece-faced removable thermal liner, side zippers, elasticized adjustable cuffs, concealable hood, hidden cross draw zippered pockets.	1
511 "TACLITE PRO" 65% Poly, 35% polycotton TDU RIPSTOP SHIRTS, SHORT SLEEVE, Navy Blue, with epaulets, name tape, and badge holder	1
UNIFORM TROUSERS, 5-51/2 oz POLYESTER, ELBECO "TEX TROP" Classic, Dark Navy	4
UNIFORM SHIRT, 5-51/2 oz POLYESTER, ELBECO "TEX TROP" Classic, Zippered, Dark Navy (Ptlmn/Sgt), White (Lt and above), Short Sleeve	3
UNIFORM SHIRT, 5-51/2 oz POLYESTER, ELBECO "TEX TROP" Classic, Zippered, Dark Navy, (Ptlmn/Sgt), White (Lt and above), Long Sleeve	1
Gerber Outerwear Rain Pants	1
Gerber Outerwear Rain Jacket; "Police" or "Security" on back (Reflective lettering)	1
Necktie w/ Velcro breakaway closure (100%Polyester) Black, with button hole.	1
BATES HIGH SHINE Oxfords (COROFRAM) w/ oil resistant soles	1
Smith & Warren WHISTLES 3/PACK (Silver / Gold)	1
Smith & Warren WHISTLE CHAINS 3/PACK (Silver / Gold)	1
Smith & Warren Two Line; One- piece nameplate with "SERVING SINCE "; silver for Patrolman, gold tone for Sergeant and above.	2
Watchcap, Wool, Navy Blue, MILSPEC: SPM IC1-10-N029	1
Stratton Sheriff Style Hat, Navy Blue, Straw, Double Brim	1
Rain Cover, Clear vinyl custom sized for Stratton Sheriff style hats.	1
Swivel Chin Strap, Three Piece, Stratton, Black	1
Mylar Cord with Acorns (Silver for Patrolman, Gold for Sergeants and above) Stratton	1
Tailoring cost estimate (Trousers hemming, patches, cloth badges, and nametapes)	1

ARTICLE 23B - POLICE/GUARDS

Table 4:

GOVT Provided Gear - To be issued at Installation	
Description	QTY
DON Metal Badges (Silver / Gold)	2
DON Hat Badge (Silver / Gold)	1
DON Cloth Badge (Silver / Gold)	3
DON Shoulder Patches	18
ANSI 207 BREAKAWAY VEST W/ZIP N RIP(Police / Security on back)	1
Nylon Duty Belt (Web Gear) with Level III Holster, Cuff pouch, Dual Mag. Pouches, ASP, Radio holder, Glove pouch, OC holder, Flashlight holder, Belt Keepers.	1
TALON EYEWEAR - ANSI Approved	1
Body Armor	1
"GIRO" Bike Helmet, XAR trademark, with ROC LOC	1
Skull Cap	2
ATV Helmet	1

ARTICLE 23B - POLICE/GUARDS

Table 5:

BIKE, HARBOR, ATV	
Description	QTY
"MOCEAN" SHORT PANTS, Navy Blue, 97% polyester, 3% lycra	2
"MOCEAN" Short Sleeve POLO SHIRT, Reflective, Two tone,	3
"MOCEAN" LONG Sleeve POLO SHIRT, Reflective, Two tone,	2
"MOCEAN" BIKE LONG PANTS	2
"TRU SPEC" BOONIE HAT, 65% poly 35% Cotton. MILSPEC - 14-44105// NSN: 8415-00-935-6661	2
"BAYSIDE" Long Sleeve T-shirt, "POLICE" silk screened along each sleeve in reflective yellow material	2
Safariland ; "HATCH" 1/2 FINGER Cycling Gloves	2
"MOCEAN" BIKE JKT WATERPROOF BREATHABLE W/LINER, with "POLICE" embroidered on back.	1
"CONVERSE" bike boots,	1

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The PARTIES agree to fully support the principle of Equal Employment Opportunity (EEO) for all EMPLOYEES. The EMPLOYERS will promote EEO as required by applicable law and regulation.

SECTION 2. The EMPLOYERS will ensure that EMPLOYEES have access to EEO Counselors through the servicing HRO.

SECTION 3. EMPLOYEES who believe that they have been discriminated against may consult with an EEO Counselor and seek to resolve disputes informally. The initial contact with the counselor by the EMPLOYEE must take place within 45 calendar days of the date of the alleged discrimination, the effective date of any personnel actions involved, or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action (See 5 CFR Part 1614).

SECTION 4. An EMPLOYEE desiring to file a complaint or grievance on alleged employment discrimination will raise the matter as specified by applicable law and regulation (See 5 CFR Part 1614, OPNAVINST 5354.3D, and SECNAVINST 5300.26D).

ARTICLE 25
REORGANIZATION/REALIGNMENT

SECTION 1. Reorganizations and realignments (e.g., Functionality Assessments, Business Case Analysis) that impact distribution, addition, or elimination of significant duties of organizations or units will be addressed in the respective Labor/Management Forums.

SECTION 2. When a reorganization results in a personnel action affecting an EMPLOYEE involving separation, furlough for more than 30 calendar days, change to lower grade, or reassignment involving displacement, the procedures contained in Article 28 will apply.

ARTICLE 26
TRANSFER OF FUNCTION/TRANSFER OF
WORK

SECTION 1. A transfer of function is the movement of the work of one or more EMPLOYEES from one competitive area to another. The function ceases in one competitive area and reappears in identifiable form in another competitive area where the function is not currently performed. EMPLOYEES are entitled to move with their functions where required by applicable law and regulation.

SECTION 2. A transfer of work is the movement of an EMPLOYEE'S work from one organization to another when the gaining organization is already performing virtually identical work. EMPLOYEES are not entitled to move with the work where required by applicable law and regulation.

SECTION 3. The EMPLOYER will discuss with the UNION the methods and means of implementing a transfer of function/transfer of work to minimize the impact to affected EMPLOYEES.

SECTION 4. EMPLOYEES affected by a transfer of function outside the commuting area which necessitates a move, will be notified in writing not less than 60 calendar days, or as specified by applicable law and regulation, prior to the transfer. The EMPLOYEE will be given at least 30 calendar days within which to accept or reject the transfer offer.

SECTION 5. The EMPLOYER should attempt to place affected EMPLOYEES in vacant positions for which they qualify in the same commuting area and/or same competitive area. The UNION will be notified of any vacant positions of the EMPLOYER in the same commuting area and/or same competitive area where EMPLOYEES could be placed.

SECTION 6. Permanent change of duty station relocation entitlements, including travel and per diem, for an EMPLOYEE will be authorized in accordance with DOD Joint Federal Travel Regulations (JFTR).

ARTICLE 27

CONTRACTING OUT

SECTION 1. The EMPLOYER will notify the UNION before work or services presently performed by EMPLOYEES may be contracted out, including the process of direct conversion. Contracting out actions, to include UNION involvement, are governed by applicable law and government-wide regulations.

SECTION 2. The PARTIES agree, subject to applicable law and regulation, the UNION will have the opportunity to participate in the development of supporting documents and proposals. This will include the development of performance standards, performance work statements, plans, and the development of in-house cost estimates. Participation will be consistent with procurement and conflict of interest requirements. Appropriate training may be addressed by the Labor/Management Forums.

SECTION 3. The PARTIES, in the spirit of partnership, will provide a timely, no-cost exchange of information to include items such as current listing of Commercial Activities affecting the EMPLOYEES. The PARTIES may be present but not impede any walk-through for potential bidders. The PARTIES are committed throughout this process to work together to reduce the adverse impact to EMPLOYEES. In accordance with the Circular A-76 Revised Supplemental Handbook, the PARTIES agree to permit, as appropriate, EMPLOYEE involvement in the development of the initial EMPLOYER submission of the Commercial Activities Inventory.

ARTICLE 28
REDUCTION-IN-FORCE

SECTION 1. The PARTIES recognize that various outside influences or decisions may have an impact on the organization/size of the EMPLOYER which may result in a Reduction-In-Force (RIF).

SECTION 2. When the EMPLOYER decides to conduct a Reduction-In- Force (RIF), the following procedures will apply:

A. The PARTIES and EMPLOYEES will be notified of a pending RIF situation and subsequent RIF updates as far in advance as possible.

B. Before initiating RIF procedures, the EMPLOYER will request authority to utilize voluntary programs such as Separation Incentive Pay (SIP) to reduce the potential impact on EMPLOYEES.

C. Affected EMPLOYEES will receive a specific notice of a RIF in advance of the effective date in accordance with law and regulation.

D. Retention registers and other applicable information will be provided in accordance with law and regulation and will be made available for the affected EMPLOYEE(S) and the UNION to review. A mock RIF may be conducted in the area selected for reductions.

SECTION 3. The EMPLOYER will assist those EMPLOYEES identified for separation in registering in DOD and other Federal programs.

SECTION 4. Prior to and during the RIF, eligible EMPLOYEES will be advised and receive training or counseling pertaining to retirement.

ARTICLE 29
DISCIPLINARY/ADVERSE ACTIONS

SECTION 1.

A. The PARTIES agree that the objective of discipline is to correct and improve EMPLOYEE behavior so as to promote efficiency in the workplace. The PARTIES further agree to the concept of progressive discipline, except in cases of egregious or notorious misconduct, and that disciplinary/adverse action will only be taken for just cause.

B. When the EMPLOYER becomes aware of EMPLOYEE misconduct, it will initiate prompt action to address that misconduct i.e., counsel the EMPLOYEE, investigate the situation further, initiate administrative action against the EMPLOYEE, etc.

C. Letters of Caution, although not considered disciplinary actions, should normally be in effect for 12 months. Letters of Caution may be withdrawn earlier than the established effective date upon a showing by the EMPLOYEE that the behavior has been corrected. EMPLOYEES can use the negotiated grievance procedure if they dispute the Letters of Caution/Counseling.

D. When the EMPLOYER disciplines an EMPLOYEE, it involves either disciplinary actions or adverse actions. Disciplinary actions are defined as Suspensions from duty without pay for 14 calendar days or less and Letters of Reprimand. Adverse actions are defined as Separations/Removals from federal service, Suspensions from duty without pay for more than 14 calendar days, Reductions in Grade or Pay, and Furloughs for 30 calendar days or less. The deciding official shall apply the "Douglas Factors" when contemplating adverse actions and is encouraged to do so when contemplating disciplinary actions.

E. An EMPLOYEE against whom discipline greater than a Letter of Reprimand is pending, will:

(1) be provided a written notice stating the specific reasons for the proposed action; and

(2) be provided reasonable time, not less than 10 calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his/her reply.

SECTION 2. Copies of all material relied upon to support the reasons for disciplinary or adverse action will be provided to the EMPLOYEE/representative upon request. Any material or evidence which has been declared non-disclosable or non-discoverable will not be relied upon to support the action against the EMPLOYEE. If an EMPLOYEE elects to be represented by the UNION, copies of all correspondence addressed to the EMPLOYEE will also be furnished to the UNION representative.

ARTICLE 30 INVESTIGATIONS

SECTION 1. PURPOSE. To specifically define the EMPLOYER'S investigative processes, the representational rights of the UNION, and the right of the EMPLOYEES to be represented during an investigation to the extent permitted by law and regulation. It provides procedural and substantive guidance for EMPLOYEES, UNION, and EMPLOYERS, and refers directly to the respective rights and responsibilities Articles of this AGREEMENT.

SECTION 2. ADMINISTRATIVE INVESTIGATION

A. An Administrative Investigation is an investigation into alleged misconduct that may lead to disciplinary or adverse action(s) against an EMPLOYEE(S) but not criminal prosecution. It does not apply to day-to-day work related communications between EMPLOYERS and EMPLOYEES, or to discussions concerning EMPLOYEE job performance. Administrative investigations should be started promptly and completed in a reasonable amount of time.

B. During an Administrative Investigation, only a duly recognized UNION Official will be allowed to represent an EMPLOYEE. Use of personal attorneys during an Administrative Investigation is prohibited.

C. The PARTIES encourage the timely involvement of the UNION in all Administrative Investigations or Examinations prior to any action taken against an EMPLOYEE.

D. Pursuant to 5 U.S.C 7114(a)(2)(B) (known as the Weingarten Rule), an EMPLOYEE is entitled to UNION representation in an examination of an EMPLOYEE in the UNIT by a representative of the agency in connection with an investigation if:

(1) The EMPLOYEE reasonably believes that the examination may result in disciplinary action by the EMPLOYER; and

(2) the EMPLOYEE requests such representation.

E. EMPLOYEES involved in an Administrative Investigation or Examination may be advised that the information they provide will not be used against them in a criminal action, but may be

used against them in taking an Administrative action, to the extent permitted by law and regulation (see *Kalkines vs. United States*, 1973 on this matter). EMPLOYEES may be advised of their option to answer, and the consequences of remaining silent and facing disciplinary/adverse action for failure to cooperate.

F. During the course of an Administrative Investigation or Examination, should the matter be determined to be criminal in nature, the rights of an EMPLOYEE are covered in Section 3 of this Article and by applicable law and regulation.

G. At the conclusion of the investigation, the EMPLOYER will render a decision and notify the EMPLOYEE in a timely manner.

SECTION 3. CRIMINAL INVESTIGATION. It is understood by the PARTIES that in the event an EMPLOYEE is investigated for alleged criminal acts that may lead to prosecution, that EMPLOYEE will:

A. be given their Constitutional rights against self-incrimination (MIRANDA RIGHTS) by a duly appointed law enforcement official as required by applicable law;

B. be allowed to call an attorney of their choice prior to the continuance of the investigation as required by applicable law; and

C. be allowed to have a UNION representative present in addition to legal counsel as identified in paragraph (b) above to the extent permitted by applicable law.

D. It is also understood by the PARTIES that in a criminal investigation EMPLOYEES have the right to remain silent and be represented by a personal attorney as required by applicable law.

SECTION 4. INSPECTOR GENERAL INVESTIGATIONS. The PARTIES agree that EMPLOYEES, who reasonably believe that a disciplinary action may be taken against them, as a result of the interview, are entitled to UNION representation, if requested, during interrogations by any Office of the Inspector General in accordance with applicable law. (National Aeronautics and Space Administration et al. v. Federal Labor Relations Authority, et al., Supreme Court, No 98-369, June 17, 1999.)

SECTION 5. Inappropriate or illegal use of surveillance equipment on government facilities is prohibited.

ARTICLE 31
ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. The UNION and the EMPLOYER agree that the Alternate Dispute Resolution (ADR) process increases the PARTIES' opportunities to resolve workplace disputes before they escalate. The goal is to reduce conflict and channel it into constructive actions. This process will further enhance mission readiness. Both PARTIES also agree that ADR is not intended to replace the negotiated grievance procedure or any other procedure that is protected by law and regulation and that use of the ADR or mediation process is strictly voluntary and that both parties have to mutually agree to use the ADR process. ADR techniques available include, but are not limited to, the following:

- A. Alternative Discipline
- B. Binding Arbitration
- C. Conciliation
- D. Dispute Panels
- E. Facilitation
- F. Fact-finding
- G. Interest Based Problem Solving
- H. Mediation
- I. Settlement Conferences

SECTION 2. ADR may be used, but is not limited to, the following:

- A. to settle grievances
- B. to settle Unfair Labor Practices (ULPs)
- C. to settle or resolve other issues

SECTION 3. The EMPLOYER and the UNION encourage joint training in the ADR process.

SECTION 4. The EMPLOYER and the UNION encourage interested personnel to attain Navy certification as ADR mediators.

SECTION 5. The EMPLOYER and the UNION agree that ADR processes and procedures may be negotiated and developed at the UNIT or local level. Upon request, servicing HROs will assist the PARTIES in this matter.

ARTICLE 32
NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. PURPOSE. The PARTIES agree that this Article is to provide an orderly procedure for the processing and settlement of grievances by EMPLOYEES, the UNION, or the EMPLOYER. A grievance means any complaint:

A. by any EMPLOYEE concerning any matter relating to employment;

B. by the UNION concerning any matter relating to the employment of any EMPLOYEE;

C. by any EMPLOYEE, the UNION, or the EMPLOYER concerning;

(1) the effect or interpretation, or a claim of breach of this AGREEMENT;

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. This procedure excludes the following:

A. Any claimed violation relating to prohibited political activities;

B. retirement, life insurance, health insurance;

C. a suspension or removal taken for National Security reasons;

D. any examination, certification, appointment;

E. the classification of any position that does not result in the reduction in the grade or pay of an EMPLOYEE;

F. the separation of an EMPLOYEE during the EMPLOYEE'S probationary period or while the EMPLOYEE is serving in the first year of a Worker-Trainee program, a Veteran's Readjustment program or other Excepted Appointment; or while the EMPLOYEE is serving under a time limited appointment;

G. an allegation or complaint of discrimination because of race, religion, color, sex, national origin, age, disability, genetic information, or retaliation for engaging in a protected

activity covered by Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Equal Pay Act, the Rehabilitation Act, or the Genetic Information Nondiscrimination Act;

H. mere non-selection from among a group of properly ranked and certified candidates;

I. Reduction-In-Force action;

J. mere non-adoption of a suggestion submitted by EMPLOYEES utilizing any forum for such purpose;

K. any other matter for which a statutory or regulatory appeals procedure exists, except as otherwise provided in Section 3 below.

SECTION 3. An EMPLOYEE who has been removed or reduced in grade for unacceptable performance, or who has been subject to removal or a suspension for more than 14 calendar days, may at the EMPLOYEE'S option, appeal the matter to the Merit Systems Protection Board (MSPB) or file a grievance in accordance with the procedures contained in this Article, but not both. An EMPLOYEE shall be deemed to have exercised this option by their written submission.

SECTION 4. The UNION is not required to represent NON-UNION members of the Bargaining UNIT on any matter for which a statutory or regulatory appeals procedure exists.

SECTION 5. If the PARTIES cannot agree whether a matter is grievable or arbitrable, the question will be submitted to the Federal Mediation and Conciliation Service (FMCS) to mediate the threshold issue prior to submission to arbitration. If the PARTIES are unable to resolve the question through mediation, the matter will be submitted to the Arbitrator as a threshold issue.

SECTION 6. The PARTIES agree to attempt to resolve and settle grievances at the lowest possible level. Alternate Dispute Resolution (ADR) is available and encouraged for use by the PARTIES upon consultation with the servicing HRO. The filing of a grievance will not reflect unfavorably on an EMPLOYEE.

SECTION 7. The PARTIES agree that a grievance must be presented at the informal step of the procedure within 14 calendar days after the event which gave rise to the grievance,

or within 14 calendar days following the date the EMPLOYEE could have been reasonably expected to be aware of the incident giving rise to their grievance.

SECTION 8. The PARTIES will share all relevant and material information/witnesses at all steps of the grievance procedure to the extent permitted by law and regulation. Discovery of new relevant and material information/witnesses will be jointly shared to expedite the resolution of subject grievance. Those who desire to pursue a grievance will utilize the following procedure (flowchart provided as Appendix B):

A. INFORMAL STEP. The EMPLOYEE and/or their UNION representative will discuss the grievance privately and informally with the EMPLOYEE'S first-level supervisor, or the EMPLOYER official who decided on, or had authority over, the matter giving rise to the grievance, or their designee. The EMPLOYEE and/or their UNIT representative will put their grievance in writing for tracking purposes. The appropriate EMPLOYER official, after determining the factual situation, will meet with the EMPLOYEE and/or their union representative and such other individuals with material and relevant information on the matter subject to the grievance. That EMPLOYER official has five (5) workdays from initial notification to render and deliver to the EMPLOYEE and/or union representative a written decision. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if resolution is unsuccessful. The EMPLOYEE and/or their union representative, and the EMPLOYER official may agree upon any informal notes kept.

B. ALTERNATIVE DISPUTE RESOLUTION. Alternative Dispute Resolution (ADR) methods are strongly recommended as a means to resolve grievances. Open communication and resolution of disputes at the lowest level is encouraged.

C. FORMAL STEP 1. If the grievance is not resolved at the INFORMAL STEP and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the EMPLOYEE and/or the appropriate union representative will reduce the grievance to writing utilizing the designated form (see Appendix C). The following procedures apply:

(1) The grievance form will be submitted to the designated EMPLOYER official within fourteen (14) workdays following receipt of the informal decision. The grievance will

provide specific information with respect to the event giving rise to the grievance; identify specific provisions of regulations and/or the terms of this AGREEMENT which are alleged to have been violated; and the corrective action desired. Only the issues presented at the INFORMAL STEP will be considered at any successive steps.

(2) The EMPLOYER official will meet with the EMPLOYEE and/or appropriate UNION representative and other such individuals with material and relevant information on the matter subject to the grievance and deliver to the EMPLOYEE and the union representative a written decision not later than fourteen (14) workdays following receipt of the grievance. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if resolution is unsuccessful.

D. FORMAL STEP 2. If applicable to the respective organizational structure of the EMPLOYER, the following step will be used, otherwise see paragraph (e) below:

(1) If the grievance is not resolved at FORMAL STEP 1 and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the grievance will be submitted to the designated EMPLOYER official within fourteen (14) workdays following receipt of the Formal Step 1 Decision.

(2) The EMPLOYER official will meet with the EMPLOYEE and/or appropriate UNION representative and such other individuals with material and relevant information on the matter subject to the grievance and deliver to EMPLOYEE and the UNION representative a written decision not later than fourteen (14) workdays following receipt of the grievance. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if resolution is unsuccessful.

E. FORMAL STEP 3. If the grievance has not been satisfactorily resolved at the previous step and the EMPLOYEE desires to further pursue the grievance, the EMPLOYEE and/or union representative will submit the matter to the Commander/Commanding Officer or designated EMPLOYER official for resolution within fourteen (14) workdays following receipt of the decision at the previous step. The submission will provide an explanation why the prior step decision was not acceptable. The Commander/Commanding Officer or designated EMPLOYER official will meet with the EMPLOYEE and/or union

representative and such other individuals with material and relevant information on the matter subject to the grievance and deliver to the EMPLOYEE and the UNION representative a written decision within fourteen (14) workdays following receipt of the grievance. Where minutes of the meeting are kept, a copy of the minutes will be provided with the written decision.

F. Time limits may be extended to a specific date by mutual consent of the PARTIES at any step of the grievance procedure.

SECTION 9. An EMPLOYEE who desires to use the grievance procedures must be represented by the UNION unless the EMPLOYEE does not desire such representation, in which case the following conditions apply:

A. the EMPLOYEE must represent themselves and provide a written statement to both the union representative and the EMPLOYER stating they do not wish to be represented;

B. resolution of the grievance must comply with the terms and conditions of this AGREEMENT;

C. the UNION is given the opportunity to be present during attempted resolution of the grievance;

D. the UNION is provided a copy of any decision rendered by the EMPLOYER in connection with the grievance; and

E. the Commander/Commanding Officer's or designated EMPLOYER official's decision concerning the grievance is final. A copy of the final decision will be provided to the union representative for arbitration consideration.

SECTION 10. EMPLOYEES may grieve an ineligible/not qualified determination, the ranking or rating of their applications for merit promotion, or other merit promotion matters (excluding non-selection), under the control of the HRSC-SE using the following process (flowchart provided as Appendix D):

A. Step 1. Informal Process: The EMPLOYEE and/or the union representative may informally present his/her concerns to the HRSC-SE staffing specialist who rated the application, within 15 calendar days from the date of issuance of the selection certificate. The EMPLOYEE and/or the UNION representative will present the issue in writing and will

reference the announcement number for the position. The staffing specialist will respond within 15 calendar days.

B. Step 2. Formal Process: The EMPLOYEE and/or union representative must serve HRSC-SE, Code 53, in writing, within 15 calendar days from the date of issuance of the informal grievance response. The grievance must be dated and signed, state the personal relief requested, and include copies of any documents in the EMPLOYEE'S possession that are relevant to the grievance. Code 53, or designee, will issue a written decision within 15 calendar days after receipt of the grievance.

C. The union representative may invoke arbitration as identified in Section 12 of this Article.

SECTION 11. If two or more EMPLOYEES or the union representative have identical grievances with no individual variation, the union representative may select one grievance for processing and any decision on that grievance will be binding on all of the other identical grievances. Each grievant and the union representative will be provided an individual copy of each written decision rendered by the EMPLOYER concerning the grievances.

SECTION 12. If the UNION is not satisfied with the final decision rendered, the UNION may invoke arbitration within 30 calendar days and will provide the EMPLOYER with written notice.

SECTION 13. Failure of the EMPLOYER to meet the time limits prescribed in this Article will permit the EMPLOYEE or the UNION to move the grievance to the next step of the grievance procedure. Failure of the EMPLOYEE or the union representative to meet the time limits prescribed above, without good cause, will constitute withdrawal and termination of the grievance. However, the time limits may be extended to a specific date by mutual consent at any step of the grievance procedure.

SECTION 14. When either the EMPLOYER or the UNION wishes to file a grievance against the other PARTY, the following procedures apply:

A. notify the other PARTY.

B. submit the grievance in writing to the designated UNION Official or Commander/Commanding Officer/designated EMPLOYER official, as appropriate.

C. ADR is strongly encouraged.

D. if the matter is not resolved within 30 calendar days of written notification, either PARTY may invoke arbitration as discussed in Article 33.

E. Extensions of the time frames in this Section are permitted with mutual consent of the PARTIES.

ARTICLE 33

ARBITRATION

SECTION 1. PURPOSE. To specify the procedures to process grievances to arbitration.

SECTION 2. Arbitration may be invoked only by the EMPLOYER or the UNION. Approval by EMPLOYEES involved in or affected by a grievance is not required before arbitration is invoked.

SECTION 3. In the event the PARTIES fail to settle a grievance pursued in accordance with the grievance procedure, the grievance may, upon written notice of either PARTY to the other, be referred to arbitration. The written notice must be submitted as soon as possible but no later than 30 calendar days following the receipt of the decision of the last step of the grievance procedure.

SECTION 4. Within seven (7) calendar days of notification by either PARTY to invoke arbitration, the PARTIES may jointly or individually request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) using the appropriate form. The FMCS filing fee will be paid by the moving PARTY. However, any joint submission should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue in dispute. The PARTIES will meet within five workdays after receipt of such a list. Each PARTY will strike one name from the list and repeat the procedure until one name remains. A flip of the coin will determine which PARTY strikes a name first. The remaining named person will be the duly assigned Arbitrator.

SECTION 5. While complying with the requirements in Section 4 of this Article, representatives of the PARTIES will, within 10 workdays from the date of receipt of an arbitration request, meet in a pre-arbitration conference to consider means of expediting the arbitration proceeding by jointly reducing the issue(s) to writing, stipulating facts, authenticating proposed exhibits, and exchanging lists of proposed witnesses. In addition, the PARTIES agree to consult prior to scheduling arbitration in an effort to resolve and settle the issue(s) without arbitration. These consultations will include exchange and review of all information that supports the position of both PARTIES.

SECTION 6. The Arbitrator's fee and expenses will be shared equally between the PARTIES. The EMPLOYER will furnish an adequate space for any arbitration hearing under this Article. Further, the PARTIES will pay the expenses of their respective needs for the process except that the PARTIES may agree to share equally the expenses of any mutually agreed upon services in connection with the arbitration proceedings.

SECTION 7. The arbitration hearing is normally held during the regular day shift hours of the regularly scheduled basic workweek. The EMPLOYEE filing the grievance and the EMPLOYEE witnesses who have direct knowledge of the circumstances and factors bearing on the case, are to be excused from duty to participate in the arbitration proceedings during the time they are required without loss of regular pay or charge to annual leave.

SECTION 8. The arbitrator will be requested to render a decision as quickly as possible. An award rendered by an arbitrator on any issue referred to arbitration under the terms of this AGREEMENT will be final and binding on the PARTIES except that it is agreed and recognized that either PARTY may file an exception to the arbitrator's award under law and regulations prescribed by the Federal Labor Relations Authority (FLRA).

ARTICLE 34
UNFAIR LABOR PRACTICE

SECTION 1. While it is recognized that either PARTY may file an Unfair Labor Practice (ULP), it is the desire of each PARTY to informally resolve any issues that may prompt a ULP to be filed. ADR is strongly encouraged in this process.

SECTION 2. Either PARTY, when having cause to file a ULP, will notify the other in writing. This notification will be submitted to the designated UNION Official or Commander/Commanding Officer/designated EMPLOYER representative, as appropriate. Upon receipt of such written notice, the PARTIES may meet, as soon as possible, to attempt resolution. If resolution is reached, it will be reduced to writing, signed by the PARTIES, and no further action concerning the matter will be pursued.

SECTION 3. If a resolution cannot be reached, either PARTY may proceed to file a ULP.

ARTICLE 35
GENERAL PROVISIONS

SECTION 1. PURPOSE. This article provides information regarding programs and other means to assist both the EMPLOYER and the EMPLOYEES.

SECTION 2. DEPARTMENT OF NAVY CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (DONCEAP). The Department of Navy Civilian Employee Assistance Program is available to EMPLOYEES and their families. The DONCEAP is a confidential and professional counseling service covering such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and posttraumatic reactions. EMPLOYEES who initially use this service, prior to referral, are on official time during duty hours. The PARTIES agree to promote utilization of DONCEAP as a method of prevention as well as intervention.

SECTION 3. PREVENTION OF SUBSTANCE ABUSE.

A. The PARTIES recognize alcohol and drug dependency as treatable health problems in which the EMPLOYEE'S job performance may be impaired as a direct consequence of the use of these substances.

B. The PARTIES encourage EMPLOYEES who suspect that they may have a substance abuse problem to voluntarily seek counseling and information by contacting a CEAP Representative, who will provide information regarding possible resources available in the community.

C. Safe Harbor. EMPLOYEES who voluntarily identify themselves to EMPLOYER officials as illegal users of drugs, prior to being so identified by other means, and who seek counseling and/or rehabilitation assistance, and thereafter refrain from illegal use of drugs, will not be subject to disciplinary action for their prior illegal use of drugs. Once an EMPLOYEE has been officially informed of an impending drug test, the EMPLOYEE is no longer eligible for safe harbor.

D. Subject to paragraph (c) of this section, the EMPLOYERS agree that no EMPLOYEE will have his/her job security or promotion opportunities jeopardized by making a voluntary request for counseling assistance or referral, except as limited by law and regulation relating to sensitive positions.

SECTION 4. EMPLOYEE WORKERS' COMPENSATION PROGRAM.

A. The EMPLOYER agrees to assist EMPLOYEES with accessing workers compensation benefits as specified by applicable law and regulation regarding injuries on the job. All forms required of the EMPLOYER and EMPLOYEE by the Office of Workers Compensation Program (OWCP) will be made available by the EMPLOYER to the EMPLOYEE.

B. An EMPLOYEE who suffers an on-the-job injury will report such an injury immediately to their supervisor/EMPLOYER and receive immediate medical attention. The EMPLOYER and EMPLOYEE are jointly responsible for filing the appropriate reports of on-the-job injuries e.g., CA-1/CA-2 Forms.

C. If the EMPLOYEE is incapacitated because of traumatic on-the-job injury, and files the appropriate form required by applicable law and regulation, the EMPLOYEE may use sick leave, annual leave or Continuation of Pay (COP) for the period as specified by applicable law and regulation. If the EMPLOYEE elects to use sick or annual leave, a SF-71 and/or appropriate leave request within an automated time and attendance system will be completed by the EMPLOYEE for such an election. The EMPLOYER and the UNION agree that all laws and regulations concerning HIPPA and Privacy Act as applicable to the Department of Defense will be strictly adhered to when dealing with EMPLOYEE medical information.

D. The EMPLOYER will, as specified by applicable law and regulation, identify possible positions or duties to make light duty offers where an EMPLOYEE is medically released for light duty, and to identify alternate employment when a job-connected injury or illness precludes the EMPLOYEE'S return to the previous type of work.

SECTION 5. EMPLOYEE PERSONNEL RECORDS.

A. ELECTRONIC OFFICIAL PERSONNEL FOLDERS (eOPF). The PARTIES agree that all EMPLOYEES will have access to their eOPF as specified by applicable law and regulation. Upon the EMPLOYEE'S request to the EMPLOYER to review their eOPF, the PARTIES will agree to a period of time to do so based on workload requirements. Employees will be allowed to review their eOPF with no charge to leave.

B. NOTES AND RECORDS. The PARTIES agree that if records are maintained on an EMPLOYEE, such records will be secured to

safeguard the confidential information contained in accordance with applicable law and regulation. EMPLOYEES and their UNION representative may have access to these records upon request.

SECTION 6. When the EMPLOYER requires EMPLOYEES to attend motorcycle training in order to operate a motorcycle on the installation, the EMPLOYEES will be excused from duty without loss of leave to attend the training.

SECTION 7. The PARTIES encourage all EMPLOYEES to participate in EMPLOYER-established Incentive Award and Cost Reduction Programs.

SECTION 8. The PARTIES agree that physical fitness is a key ingredient in a healthy and productive work environment. The EMPLOYER may provide opportunities for physical fitness via EMPLOYER Wellness Programs. The PARTIES encourage all EMPLOYEES to participate in EMPLOYER Wellness Programs.

SECTION 9. The PARTIES agree that awards to EMPLOYEES should be executed consistent with law and regulation. In that light, the EMPLOYER will provide, to the UNION a sanitized list of awards to EMPLOYEES by department and/or code upon request, but not to exceed once a quarter. This list will not have any identifiable personal information (PII data) other than the award provided, the code of that individual and the series and grade of that individual.

SECTION 10. MISCELLANEOUS SERVICES.

A. EMPLOYEES and UNION representatives who are involved in a grievance or adverse action may use available HRO Training Centers and libraries for research purposes.

B. The EMPLOYER agrees to provide all EMPLOYEES with sufficient work space to perform their assigned duties.

C. All rest rooms and break areas will be kept adequately lighted and sanitary. Rest rooms will be kept properly supplied.

ARTICLE 36
COPIES OF THE AGREEMENT

SECTION 1. DISTRIBUTION TO THE UNION AND TO EMPLOYEES.

A. The EMPLOYER will publish the AGREEMENT on EMPLOYER web sites.

B. Upon request, copies of this AGREEMENT may be reproduced utilizing government equipment.

SECTION 2. CHANGES TO THE AGREEMENT. Distribution of changes to this AGREEMENT will be determined by the PARTIES.

ARTICLE 37
CHANGES AND DURATION

SECTION 1. EFFECTIVE PERIOD. This AGREEMENT will remain in force and effect for three years from the date of its approval by the Secretary of Defense.

SECTION 2. CHANGES DURING THE LIFE OF THE AGREEMENT. If amendments are required by changes made in applicable laws, Government-wide rules and regulations or Executive Orders after the effective date of this AGREEMENT, the PARTIES will meet for the purpose of negotiating new language that will meet the requirements of such laws, regulations or Executive Orders. Such amendments as agreed to will be duly executed by the PARTIES, subject to approval by the Secretary of Defense, and will be in force and effect on that date.

SECTION 3. REVIEW. This AGREEMENT will be reviewed by the PARTIES between 120 and 60 calendar days prior to the expiration date. The servicing HRO will provide prior notification to the PARTIES and facilitate the review process. Based on this review the PARTIES will renew or renegotiate this AGREEMENT as permitted by law and regulation. This AGREEMENT will be automatically extended for a period of one year if the PARTIES have not completed the review/renegotiation process prior to the expiration date. The terms of this AGREEMENT will remain in effect until the PARTIES of the affected UNITS renegotiate a new collective bargaining agreement and the Secretary of Defense approves it.

SECTION 4. WITHDRAWAL OPTION. Any PARTY that desires to withdraw from the AGREEMENT will provide notice of such intent prior to the review process. Within 120 calendar days prior to the expiration date of this AGREEMENT, any PARTY may exercise an option to withdraw from the AGREEMENT provided the PARTY wishing to exercise this option provides notice required by law and regulation to all PARTIES of this AGREEMENT. If that PARTY withdraws from the AGREEMENT, the terms of this AGREEMENT will remain in effect until the remaining PARTIES renegotiate a new collective bargaining agreement and it is approved by the Secretary of Defense.

ARTICLE 38
SUPPLEMENTAL DOCUMENTS TO THIS AGREEMENT

SECTION 1. AUTHORITY OF THE AGREEMENT. This document is an AGREEMENT among the PARTIES. The PARTIES recognize that for an EMPLOYER to function efficiently, an EMPLOYER and the UNION may need to address issues not covered in the AGREEMENT. Any Supplemental Agreements, Memoranda of Understanding (MOUs), or Memoranda of Agreement (MOAs) developed by an EMPLOYER and associated UNIT to address such issues will not conflict with this AGREEMENT.

SECTION 2. INTERPRETATION AND APPLICATION OF THE AGREEMENT. Any Supplemental Agreement, MOU or MOA that interprets this AGREEMENT, which is initiated and processed by an EMPLOYER and UNION, will only be binding upon that EMPLOYER and the UNION.

SECTION 3. It is the intent of the PARTIES to only negotiate Articles that reflect shared common interests that are mutually inclusive. Supplemental agreements, Memoranda of Agreement/Memoranda of Understanding (MOAs/MOUs) or local procedures may be negotiated by any of the PARTIES. Supplemental agreements, MOAs and MOUs will cover those matters which are unique and appropriate to each EMPLOYER and its associated UNIT (See Article 37). Unless otherwise agreed to in writing, on a case by case basis by the UNION and the EMPLOYER, all bargaining will be conducted at the level of exclusive recognition (See Preamble, Section VII).

SECTION 4. DURATION OF SUPPLEMENTAL AGREEMENTS. Supplemental Agreements will expire on the expiration date of the AGREEMENT; however, they will remain in force and effect until renegotiated by the respective PARTIES.

ARTICLE 39
CERTIFICATIONS

SECTION 1. As funding allows, the EMPLOYER may pay for or provide required certification training for the position currently occupied by the employee. If the EMPLOYER changes the type of certification or license needed, EMPLOYEES will be given a minimum of one year to obtain the certification or license unless otherwise reduced by statute or regulation.

ARTICLE 40
INDIVIDUAL DEVELOPMENT PLANS

Section 1. In order to encourage upward mobility, the EMPLOYER agrees that when funding allows, EMPLOYEES may be allowed to take classes outlined in their IDP at the government's expense. The EMPLOYER may allow this training to be on government time. EMPLOYEES will work with their supervisor in developing their IDP.

ARTICLE 41
NON-APPROPRIATED FUND INSTRUMENTALITIES (NAFI)

SECTION 1 – NAF EMPLOYEE’S INTRODUCTION

Non-Appropriated Fund (NAF) EMPLOYEES have some differences in the applications of laws, rules and regulations. NAF employees are all governed by Department of Defense Instructions (DoDIs). They are also governed by CNIC Instruction 5300.2 (or any subsequent revision), Commander Navy Installations Command Non-appropriated Fund Personnel Manual.

A. GUIDANCE

(1). There are inherent differences in funding, programs and personnel policies, practices and procedures between appropriated fund (APF) employees and non-appropriated fund employees. All guidance and definitions of the terms used in this section are in accordance with the CNICINST 5300.2, Non-appropriated Fund (NAF) Personnel Manual or subsequent revisions of the NAF Personnel Manual.

(2). Articles from the collective bargaining agreement which are included by reference in NAFI Article 41 are as follows:

- Preamble
- Article 1 - Parties to the Agreement
- Article 2 - Administration of Agreement
- Article 3 – Labor Management Relations
- Article 4 - Labor Management Partnerships
- Article 5 - Labor Management Training
- Article 7 - Employee Rights & Responsibilities (excluding any references to Article 32, and Section 9 of Article 7).
- Article 8 - Employer Rights & Responsibilities
- Article 9 - Union Rights & Responsibilities (excluding any references to Article 32, and Section 8 of Article 9).
- Article 11 - Official Facilities
- Article 15 – Environmental Hazard differential
- Article 18 - Area Wage Survey

- Article 24 - EEO
- Article 30 - Investigations
- Article 33 – Arbitration
- Article 34 – ULPs
- Article 35 – General Provisions (excluding Sections 4 and 5 of Article 35)
- Article 36 - Copies of Agreement
- Article 37 - Changes and Duration
- Article 38 - Supplemental Docs
- Article 40 - IDP

(3). Articles from APF collective bargaining agreement which are excluded by reference in NAFI Article 41:

- Any references to Article 32
- Any references to Merit Systems Protection Board (MSPB)
- Any references to Federal Worker's Compensation
- Any references to Office of Worker's Compensation
- Article 6 - Safety & Health
- Article 10 - Union Representation/Official Time
- Article 12 - Withholding of Dues
- Article 13 – Hours of Work
- Article 14 - Overtime
- Article 16 - Leave
- Article 17 – Retirement
- Article 19 – PD et al
- Article 20 – Merit Promotion
- Article 21 – Temp Prom, Detail, Reassignment
- Article 22 – Employee Performance Appraisal

- Article 23A – Fire & Emergency Services
- Article 23B – Police and Guards
- Article 25 – Reorg/Realignment
- Article 26 – Transfer of Function
- Article 27 – Contracting Out
- Article 28 - RIF
- Article 29 – Discipline/Adverse Actions
- Article 31 - ADR
- Article 32 – Grievance Procedure
- Article 39 - Certifications

B. RECOGNITION AND COVERAGE

The bargaining unit for NAF EMPLOYEES are composed of the following as certified by the Federal Labor Relations Authority (FLRA) effective 28 November 2016, Case No. AT-RP-16-0016:

Florida

Naval Air Station Key West

Included: All Regular Full-Time and Regular Part-Time non-appropriated fund nonprofessional employees of the Morale, Welfare, and Recreation, the Child and Youth Programs, Navy Gateway Inns and Suites, and Unaccompanied Housing (UH), facilities of the Naval Air Station, Key West, Florida.

Excluded: All non-appropriated fund professional and Flexible employees and management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6), and (7).

Naval Station Mayport

Included: All Regular Full-Time and Regular Part-Time non-appropriated fund nonprofessional employees of the Morale, Welfare, and Recreation Business Office, Community Recreation, Fitness, Liberty, Golf, Bowling and Bingo facilities, Deployed Forces, and Child and Youth Programs, Naval Station, Mayport, Florida.

Excluded: All non-appropriated fund Flexible and professional employees; employees of the Morale, Welfare, and Recreation Department Conference Centers, lounges, and bars; and management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6), and (7).

Georgia

Naval Sub Base Kings Bay

Included: All nonsupervisory non-appropriated (NAF) employees employed by the Naval Submarine Base, Kings Bay, Georgia, Department of the Navy.

Excluded: Professionals, supervisors, management officials, non-appropriated employees employed by the Navy Exchange (NEX), temporary employees and employees described in 5 U.S. C. 7112(b)(2), (3), (4), (6) and (7).

Mississippi

NCBC Gulfport

Included: The non-professional non-appropriated fund bargaining unit employees of the Child Development Center, Naval Construction Battalion Center, Gulfport, Mississippi.

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

Stennis

Included: All non-professional, non-appropriated fund employees of the Child Development Center, Naval Construction Battalion Center (NCBC), assigned to John

C. Stennis Space Center, Gulfport, Mississippi, Commander, Navy Region Southeast (CNRSE).

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

Tennessee

Naval Support Activity Mid-South

Included: All non-professional, non-appropriated fund employees of the Child Development Center, Naval Support Activity, Mid-South, Millington, Tennessee.

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

Texas

Naval Air Station Kingsville

Included: All regular, part-time, flex and temporary employees employed by the Morale, Welfare and Recreation (MWR) Department, Naval Air Station Kingsville, Texas, who are paid from non-appropriated funds (NAF).

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

SECTION 2 – REPRESENTATION

A. REPRESENTATION

(1) Recognition and Points of Contact

i. The Employer shall recognize the officials and designated representatives of the Union. The Union shall provide the Employer, and maintain on a current basis, a complete list of all officials, authorized representatives and any alternates for NAF.

ii. The primary point of contact between the Union and the NAF Employer, for the purpose of discussing questions which may arise concerning the general administration or interpretation of this Agreement or other labor relations matters shall be:

For the Union: CNRSE Consolidated Union AFGE 243 President or his/ her designee. The point of contact information will be provided annually by the AFGE Council 243 President

P.O. Box 27067
Fort Worth, TX 76127
817-909-2824

For the Employer: NRSE NAF Human Resources Manager or his/her designee
BOX 14D BUILDING 919 LANGLEY STREET
NAS JACKSONVILLE, FLORIDA 32212
PHONE: 904-542-3251

SECTION 3 – OFFICIAL TIME

A. REQUESTING/APPROVING OFFICIAL TIME

(1) NAF bargaining unit employees (BUE) who are designated as union representatives will be authorized official time to perform representational functions for NAF BUE only. NAF employees who are designated as union representatives to represent APF BUE must be in a non-work status.

(2) The Union agrees that a NAF employee, who is designated to perform representational duties, prior to performing business for BUE, will first request permission from the appropriate on-duty supervisor utilizing the Request for Official Time Form (See Appendix E). The request for permission shall include:

- A description of the nature of the business to be transacted
- The location of the work to be performed
- The name of the grievant/Employee, if applicable
- The approximate duration of the absence from work duties

(3) Prior to entering a work area under the authority of another supervisor, the supervisor of the Union representative shall obtain advanced permission from the grievant/Employee's supervisor before entering their work area, to include the nature of the business and the name of the Employee to be contacted. The contact between the supervisors will take place as soon as possible to obtain approval so that the meeting between the Union and the Employee can take place within the requested time frame.

(4) If the NAF officer/steward or employee cannot be spared at the requested time from their location, the supervisor shall inform the officer/steward of the time that permission may be granted to leave the job.

(5) Upon completion of the representational duties, the Employee and the officer/steward will report their return to work to their supervisor.

(6) Official time off from work granted to Union representatives shall not be used for discussion of any matter connected with the internal management or operations of the Union or any other labor organization; the collection of dues or assessments of other funds; the solicitation of memberships; campaigning for elective office in the Union or any other labor organization; the distribution of literature; or the deliberate seeking out of grievances and complaints. The Union agrees that activities described above shall be performed during the time an employee is in a non-work status.

B. RECORDING OFFICIAL TIME

NAF Union officials and employees will utilize the NAF Request for Official Time Form (Appendix E) for requesting and recording official time used for representational duties and/or requests to see a Union representative. This form will be submitted to their immediate supervisor. After supervisory endorsement, a copy of the form will be returned to the Union representative or the Employee and the original will be retained by the Employer.

SECTION 4 – TOURS OF DUTY AND EMPLOYEE SCHEDULES

A. ADMINISTRATIVE WORK WEEK

The administrative work week for payroll purposes will be Friday through Thursday. Tours of duty for Regular Full time (RFT) and Regular Part Time (RPT) employees should be scheduled and posted at least one week in advance and should cover a period of at least one administrative workweek. When changes are required due to unforeseen circumstances, the EMPLOYER will notify the employee(s) affected by the change as soon as it is practicable.

B. FLEX EMPLOYEES

Flexible employees are scheduled as required to meet business demands. Schedules for flexible employees may be adjusted without prior notice.

C. LOCATION OF WORK

Employees may be scheduled to work in different locations to include but not limited to offices, classrooms, centers, annexes or buildings to support operational needs.

D. CALL-OUT PAY

Employees called in for duty will be compensated for a minimum of two (2) hours of work.

SECTION 5 – OBSERVED HOLIDAYS

Eligible (RFT/RPT) employees are entitled to all holidays established by federal law and Executive Order. Any RFT/RPT NAF employee working on a holiday within their basic workweek will receive holiday premium pay as appropriate based on actual hours worked.

SECTION 6 – ANNUAL LEAVE

A. ELIGIBILITY

(1) Regular full-time and part-time employees are eligible to accrue leave based on their creditable time in service and hours worked (includes all hours in a pay status). Regular employees with less than 3 years of service accrue annual leave at 5 percent of the hours worked in the basic workweek. Regular employees with 3 years, but less than 15 years of

service, accrue annual leave at 7.5 percent of the hours worked in the basic workweek. Regular employees with 15 or more years of service will accrue annual leave at 10 percent of the hours worked in the basic work week.

(2) Flexible employees do not accrue annual leave and instead can request certain days off in writing at least two (2) days prior to the work schedule being posted. This should not be confused with the processes stated in this section.

B. SCHEDULING ANNUAL LEAVE

(1) Normally, requests for annual leave shall be planned, scheduled and approved ahead of time to allow supervisors to maintain a balance of employees to meet work requirements. The appropriate supervisor has discretionary authority to approve and oversee scheduling of annual leave. The supervisor should try to accommodate employee requests, but operational requirements must take precedence.

(2) Employees should submit a written or electronic request to specifically request annual leave. All leave requests less than 40 hours will be submitted as far in advance as possible and approved/disapproved promptly (e.g., 2-3 days) by an employee's immediate supervisor or designee. Annual leave may be used in 6-minute increments.

(3) Regular employees will submit a leave request form to their supervisor by 1 February for any planned leave of 40 hours or more through 30 September and by 1 July for any leave from 1 October to 30 January of the following year. In unusual circumstances submission outside of these periods for any planned leave of 40 hours or more will be reviewed on a case by case basis by the manager.

(4) When establishing the leave schedule, the Employer will give full consideration to the employee's preferred vacation period identified in (2) of this section. If scheduling conflicts occur the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, the supervisor will resolve the conflict by using employee's seniority (SCD Date) as the determining factors, for timely submitted requests.

(5) Employees who are temporarily assigned from one organizational unit to another will be permitted to take their previously scheduled leave unless it would have a negative impact on current workload. This leave will not impact the leave schedule in the organization to which temporarily assigned. At the employee's request, the Employer may approve a change in selection provided another employee's previously approved choice is not affected without concurrence.

(6) When the request has been denied or cancelled, the employee will be advised of the reason(s) as soon as practicable.

(7) If the Employer cannot avoid cancelling previously scheduled leave because of emergency requirements, or when unscheduled leave is denied, the reasons for such actions will be explained to the affected employee at the earliest possible time. Employer agrees to work with the employee to reschedule or approve leave for such employee at another mutually agreeable time.

C. UNSCHEDULED ANNUAL LEAVE

(1) Requests for annual leave not scheduled as above may be approved when reasonable notice has been given. Approval is subject to workload requirements and the leave schedule of other employees in the unit.

(2) Circumstances may arise that may preclude advance notice. Approval of such annual leave requests will be considered subject to workload considerations. In these emergencies, employees are required to speak with their immediate supervisor or his or her designee to request approval for unscheduled annual leave. Unless circumstances beyond the control of the employee prevent it, this request will be made prior to the scheduled reporting time. When an employee must request annual leave for emergency reasons, he/she will describe the situation and provide an estimate of the leave duration. It is understood that call-in requests for annual leave will not normally be approved without sufficient justification for the absence or where the reason for the absence precludes the leave being requested in advance.

SECTION 7 – SICK LEAVE

A. ELIGIBILITY

(1) Regular EMPLOYEES earn sick leave in accordance with the NAF Personnel Manual, applicable statutes and regulations. EMPLOYEES are encouraged to conserve sick leave so it will be available to them in time of need. Sick leave may be used in 6-minute increments.

(2) Acceptable reasons for using sick leave include:

- Receiving medical, dental, or optical examination or treatment.
- Being incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.
- As determined by the health authorities having jurisdiction or by a health care provider, employees would jeopardize the health of others by their presence on the job because of exposure to a communicable disease.
- Are required to give care and attendance to an immediate family member who is unable to carry out the essential functions of basic life.
- Family and Medical Leave Act (FMLA)

- Federal Employees Family Friendly Leave Act (FEFFLA)
- Receive treatment under the Disabled Veteran Leave Act. (Applies to Veterans with a 30% or more disability and who was hired on or after November 5, 2016).

B. NOTIFICATION

(1) Employees should schedule nonemergency medical, dental, optical, psychological, or alcohol/drug counseling appointments outside of duty hours when possible. Sick leave for such appointments during duty hours must be requested in advance utilizing the NAF Request for Leave and Approval Form.

(2) Employees not reporting for work because of incapacitation for duty will notify the immediate supervisor via a telephone call a minimum of two (2) hours prior to the beginning of their shift. Unless an alternative method of notification is specifically approved by a supervisor, a telephone call is the only acceptable method for requesting leave under this provision. It is understood that all employees will have a contact point/person to telephone regarding this process if the immediate supervisor is not available. The only exception is when personal contact was not possible due to reasons beyond the employee's control. The employee's notice will include reason for absence, estimated duration and return, and any pass down instructions for work load coverage. The Employee's notification of sick leave does not constitute approval. If the employee's immediate supervisor is unavailable, the employee will provide information as to how he/she may be contacted if the supervisor desires to do so. Employees are expected to call in for each day of illness or provide an estimate of the length of the illness. Immediately upon returning to work the employee must complete the NAF Request for Leave and Approval form.

(3) The employee is responsible for advising the supervisor of the estimated period of absence. Employees unable to return at the end of the period for which leave was approved will again notify the supervisor and request additional leave.

SECTION 8 – BUSINESS BASED ACTIONS (BBA)

A. A BBA is used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. Covered employees will be issued BBAs if they are identified after an objective, fair and equitable ranking against other employees in the same employment category and group of affected positions.

B. BBAs are conducted and executed in compliance with applicable instructions. Timelines for notification to employees will be outlined in the applicable instruction.

C. The Employer agrees to notify the Union of pending Business Based Actions which will impact unit employees. The Union may make its views and recommendations known concerning

the implementation of such Business Based Actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the BBA. The Employer will consider any recommendations from the Union concerning other actions possible.

D. Selection of an employee for BBA is not subject to grievance or appeal, however the Union and the employee will have the right to review the BBA register of impacted employees and file a grievance if the process has not been carried out according to the applicable instructions.

SECTION 9 – GRIEVANCES

A. INTRODUCTION

- (1) It is the intent of the Parties that differences be resolved equitably, and whenever possible, informally at the lowest practicable organizational level and in the shortest time possible.
- (2) Since the prompt settlement of disputes is desirable in the interest of sound labor-management relations and efficient operations, the Parties agree that Employees are encouraged to discuss their concerns or complaints with their immediate supervisor prior to filing a grievance but have the right to contact the Union.
- (3) To the extent that informal attempts to resolve disputes are unsuccessful, the following is the sole procedure for resolution of Employee, Union, or Employer grievances.

B. DEFINITION

A grievance is defined as any complaint:

- (1) By an employee or by a group of employees for personal relief from matters of concern or dissatisfaction that are subject to the control of the NAF activity as well as requests for relief from personnel actions.
- (2) By the Union concerning any matter relating to the employment of the bargaining unit Employee
- (3) By any Employee, the Union, or the Employer concerning:
 - a. The effect or interpretation, or claim of breach, of this collective bargaining agreement
 - b. A claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

C. EXCLUSIONS

(1) All of the following are matters that are excluded from coverage of the grievance process. These matters will not be accepted as grievances.

- a. Actions taken pertaining to the security program and employment suitability program.
- b. Separation during the probationary period provided all procedural requirements have been met.
- c. Separation from a flexible appointment
- d. Allegations of discrimination on the basis of race, age, color, religion, sex, disability, or national origin, including claims of retaliation and genetic information. These cases must be referred to the EEO Office.
- e. Personnel actions voluntarily requested by the employee.
- f. Granting or not granting an honorary or monetary award.
- g. Granting or not granting a pay increase to a pay band employee.
- h. The content of published policy.
- i. A specific action required by an authority outside of CNRSE or any matter subject to final administrative review outside CNRSE.
- j. Wage or salary rates or schedules established by appropriate authority.
- k. Terminating a temporary promotion or temporary pay increase due to the assignment of additional duties and the return to the rate of pay that was being received prior to the temporary promotion.
- l. Non-selection from a referral list of properly certified candidates.
- m. Letter of Caution or warning of a proposed unsatisfactory performance rating.
- n. Management decisions regarding budget, workload, organization, and mission that result in BBA.

- o. Allegations of mismanagement when no form of personal relief to the employee is appropriate.
 - p. Release of information and records from Navy files.
 - q. Reassignment to a position at the same rate of pay or grade/level and in the same appointment category.
 - r. Content of performance standards.
 - s. Separation of off duty military employees upon withdrawal of CO approval to work.
 - t. Any matter that has its own review or appeal procedure stated as part of its regulatory provisions.
 - u. Matters accepted by the Inspector General for review.
 - v. Any issue previously decided in an earlier grievance brought by the employee.
 - w. Actions such as counseling, coaching sessions or oral admonishments.
 - x. The work being assigned an employee, position description format, actual series or grade level or the classification of a position
 - y. Other than for procedural errors, notice or implementation of a BBA
- (2) When the only issue in a grievance involves the interpretation of a regulation or policy, the proponent of the regulation or policy will provide interpretation and decision.

D. EMPLOYEE GRIEVANCE PROCEDURES

There are two formal steps in the agency grievance process. However, employees and supervisors are encouraged to discuss issues informally before a formal grievance is initiated. Many issues are usually resolved through open communication. There is not any requirement for the employee to do this. The employee may go directly to step one.

- (1) Step One. A formal written grievance, utilizing the NAF Grievance Form found in the Appendix, will be submitted up the employee's chain of command to the lowest level supervisor who can grant relief.

(a) The grievance shall be submitted not later than seven (7) calendar days after the effective date or date the event occurred or the date that the employee became aware of the event that is the basis of the grievance.

(b) Written step one or step two grievances, must contain:

1. A detailed and clear description of the grievance.

2. Sufficient facts for the agency to understand the facts relating to the grievance including the names of any individuals involved in the grievance; the Article or other reference which is in dispute; and the reason for the Employee's dissatisfaction

3. The relief being sought

(c) Failure to provide the above information may result in the grievance not being accepted. The grievance should be accompanied by any and all supporting documentation that is currently in the possession of the Union or Employee.

(d) 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.

(e) If the supervisor is unable to resolve the grievance a written response will be made to the Employee/Union representative within fourteen (14) calendar days.

(f) The written decision on the grievance shall summarize the grievance and the consideration given. The employee will be advised that if they are dissatisfied with the step one decision, the grievance may be presented to step two not later than seven (7) calendar days from the date of the receipt of the step one decision.

(g) In the event of a disciplinary action the grievance will be presented to the next higher-level management official (or their designee) above who issued the action within fourteen (14) calendar days of the date of the disciplinary action or letter of decision on a proposed action.

(2) Step Two. If a satisfactory resolution is not reached at the First Step, the grievant/ union may elect to submit the grievance in writing to the grievant's installation Program Director. If the Installation Program Director was the step one deciding official the step two deciding official will be the Commanding Officer or his/ her designee. If the Commanding Officer was the step one deciding official the step two deciding official will be the Regional NAF Program Director or his/ her designee.

- (a) The grievance must be submitted within seven (7) calendar days of receiving the step one decision.
- (b) The step two official may use any means to gather relevant information in order to arrive at the facts of the case, e.g., appointment of a fact finder, meet with employee/ union or a review of the case as presented.
- (c) Based on the review of the grievance issue(s), the step two official shall issue a written response of the findings and decision to the employee/ union representative.
- (d) The step two official should provide the grievant with a written decision within fourteen (14) calendar days of receipt of the grievance.

E. UNION GRIEVANCE PROCEDURES

- (1) The Union may initiate a grievance within fourteen (14) calendar days after the effective date or date the event occurred by submitting it in writing to the Installation Program Director or his/her designee, with a copy to the Regional NAF Human Resources Office.
- (2) The grievance must state the specific nature of the grievance; any provision of the collective bargaining agreement, law, rule, and/or regulation alleged to have been violated; and the relief requested.
- (3) The installation NAF Human Resources Manager, or his/her designee, may meet with the Union Representative or his/her designee, within thirty (30) calendar days of receipt of the grievance to discuss and attempt to resolve the matter.
- (4) A written decision on the grievance will be issued within thirty (30) calendar days of the meeting.

F. EMPLOYER GRIEVANCE PROCEDURES

- (1) The Employer may initiate a grievance within fourteen (14) calendar days after the effective date or date the event occurred by submitting it in writing to the Union representative or his/her designee.
- (2) The grievance must state the specific nature of the grievance; any provision of the collective bargaining agreement, law, rule, and/or regulation alleged to have been violated; and the relief requested.
- (3) The Union Representative or his/her designee, may meet with the NAF Human Resources Manager or his/her designee, within thirty (30) calendar days of receipt of the grievance to discuss and attempt to resolve the matter.

(4) A written decision on the grievance will be issued by the UNION within thirty (30) calendar days of the meeting.

G. TIMELINESS

(1) Time limits at any step of the procedure may be extended only by mutual agreement of the Employer and the Union.

(2) Grievances presented outside of the time limits mentioned in this article will not be considered at a later date unless the matter being grieved is recurring or where a written request for extension of time is made and then granted in writing.

(3) Should the Employer fail to meet the time limits specified, the Union may advance the grievance to the next step of the procedure.

(4) Should the Union or the employee fail to meet the time limits specified, the grievance will not be processed further.

H. MULTIPLE GRIEVANCES

(1) 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.

(2) 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.

(3) 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.

(4) Arbitrability/Grievability. In the event of a disagreement over whether a grievance is subject to this grievance procedure, or is subject to arbitration under this Agreement, the parties shall attempt to resolve this issue informally. If unresolved, the matter may be pursued as a threshold issue under Article 33, Arbitration. The Employer agrees to raise any questions of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedure.

SECTION 10 – DISCIPLINARY PROGRAM

A. DISCIPLINARY ACTIONS

- (1) Disciplinary actions include removals, suspensions, reductions in pay or grade, and reprimands.
- (2) Disciplinary actions do not include BBAs, letters of caution, performance counseling memorandums, oral admonishments, letters of requirement, emergency suspensions, reductions in grade or pay taken as a result of termination of temporary promotion or temporary increase in responsibility, a change to lower grade or pay band/level of an employee when the employee initiated the request and actions taken as a result of an employee being medically unable to work.
- (3). An employee's opportunity to grieve a disciplinary action is discussed in Section 9 of this agreement.
- (4) Procedures for taking disciplinary actions are outlined in the current CNICINST 5300.2 or any subsequent edition of the NAF Personnel Manual.
- (5) The NAF Disciplinary program does not follow procedures or principles outline in the Douglas Factors.

B. ALTERNATIVE DISCIPLINARY PROGRAM

- (1) The Employer may use at their discretion an Alternate Discipline Program (ADP) for all infractions except for offenses involving threats, physical contact and/or bodily harm, disruptive and/or abusive behavior/ language towards supervisors and/or employees, theft, misappropriation of government property/assets, and/or submitting fraudulent claims, or offenses where specific penalties are dictated.
- (2) Under this program, the Employer may substitute letters of reprimand in lieu of progressive suspensions, (e.g. letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, etc.).
- (3) The letters of reprimand in lieu of a suspension, for purposes of determining past discipline and appropriate penalties, will be considered as, and will carry, the same weight as the suspension listed on the action.

SECTION 11 – SAFETY AND HEALTH

A. The parties are committed to having a workplace environment that is safe, healthy and productive. The parties agree to cooperate in this effort by encouraging employees to work in a safe manner and report all observed unsafe or unhealthy working conditions. The parties also agree that:

(1) All employees have a right to work in an environment free of harassment, intimidation, threats, or bullying of any kind. All employees are expected to adhere to a standard of conduct that is respectful and courteous to others. Employees are responsible for immediately reporting any threats or acts of violence to the employer.

(2) Intimidation, threats, harassment, assaults, or acts of violence by anyone at any level, will not be tolerated. The employer will take swift and appropriate actions when any such incidents occur.

(3) Any employees who is assigned to a job that he/she has reasonable basis to believe will be dangerous to life, limb, or health will immediately report the circumstances to his/her supervisor who will promptly investigate the situation and take appropriate corrective actions. Supervisors will contact the employer's occupational safety office for assistance, as necessary.

(4) The employees shall be properly trained to safely perform their duties in areas that require specific training.

B. The employer will provide the necessary protective clothing, equipment and safety devices for all employees in accordance with applicable standards/laws/directives.

C. An employee who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by the attending physician.

D. The employer and the union agree that all laws and regulations concerning HIPPA and Privacy Act as applicable to the Department of Defense will be strictly adhered to when dealing with employees' medical information.

E. The employer will post Information concerning the Workers' Compensation Programs.

F. The employer agrees to obtain prompt emergency medical service and first aid for employees who become injured or seriously ill on the job.

G. Employees who suffer an on-the-job injury must report such an injury immediately to their supervisor/ employer and seek medical attention with a doctor of their choosing. If applicable employees may elect to use sick or annual leave, an appropriate leave request form must be submitted to the employer.

H. Employees, except off-duty enlisted service members, are provided compensation benefits under the Non-appropriated Fund Instrumentalities. The parties recognize their mutual obligation to help prevent, discourage and expose Workers Compensation fraud/abuse by notifying the appropriate authorities.

I. When an on-the-job injured Employee is able to return to work in a light duty status, the Employer will place the Employee in a light duty assignment at the Installation where the Employee's duty station is located, if available.

J. The employer will provide physical examinations, health screenings and immunizations for Child and Youth Program (CYP) employees as required by appropriate regulation.

K. The parties agree that employees will comply with requirements of Occupational Health and Industrial Hygiene Programs.

L. The parties fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace.

M. Employees who have fever, an acute diarrhea illness, skin infections, infected wounds, or acute respiratory infections shall not be permitted work (e.g. to care for children, clean rooms, prepare food, etc.) or be employed in any capacity where there is a likelihood of transmitting disease to other individuals and will be required to be in a non-work status until the symptoms are gone.

N. If there is doubt as to the employee's medical ability to perform the duties of the position the supervisor may require a doctor's certification that the employee is medically able to perform the functions of their position.

O. The parties agree that they share an interest in promoting employees health and wellness.

SECTION 12 – PAYROLL ALLOTMENTS FOR PAYMENT OF UNION DUES

A. The Employer shall deduct dues from the pay of all eligible employees of the bargaining unit who request such dues deduction and who are bona fide members in good standing with the Union. In implementing the dues deduction program, the Employer and the Union shall be governed by provisions of this Agreement and applicable laws.

B. Employees may, at any time, complete and sign the appropriate portions of Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, and submit it to the Union for certification and delivery to the Local NAF Human Resources Office of the Employer.

C. The Employer shall promptly process the SF 1187 and deduction of dues will begin on the first full pay period after receipt of the SF 1187.

D. The employer will electronically transfer all collected union dues within five (5) business days following the close of the pay period.

E. A bargaining unit employee may request cancellation of his/ her dues withholding by properly completing and submitting a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the Employer's local NAF Human Resource Office. Such cancellation will not be effective, however, until the first full pay period which begins on or after the next established cancellation date of the calendar year.

F. The local NAF Human Resource office shall provide a list of members who have requested cancelation of their dues to the Union no later than forty five (45) days after the next established cancellation date of the calendar year.

SECTION 13 – POSITION DESCRIPTIONS

A. The position description is a written record of the major duties assigned to an Employee. It also includes the knowledge required, supervisory controls, guidelines, complexity, scope and effect, personal contacts, purpose of contacts, physical demands, work environment and other factors.

B. The position description does not describe every duty the Employee will be expected to perform; it describes the major duties and responsibilities. Major duties are defined as tasks that an Employee performs 25% or more of the time. Minor duties are generally omitted from the position description.

C. An Employee will be provided a copy of the position description upon reporting for duty in the position, and when changes are made in the position description.

D. An Employee may initiate a request for a position review by bringing to the attention of the immediate supervisor, in writing, significant aspects of duty assignments believed not to be covered by the official position description and/ or significant aspects of the position description not being performed.

E. The local Human Resource office will incorporate any validated major duties and re-write the PD and forward the Position Description to the Regional NAF Human Resources Office.

F. The Regional NAF Human Resources Director or his/ her designee will re-classify the position for classification.

APPENDIX A

TITLE 5--GOVERNMENT ORGANIZATION AND EMPLOYEES
PART III--EMPLOYEES
Subpart F--Labor-Management and Employee
Relations CHAPTER 71--LABOR-MANAGEMENT RELATIONS
SUBCHAPTER I--GENERAL PROVISIONS

Sec. 7106. Management rights

A. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--

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

(2) in accordance with applicable laws--

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

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

c. with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this section shall preclude any agency and any labor organization from negotiating

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

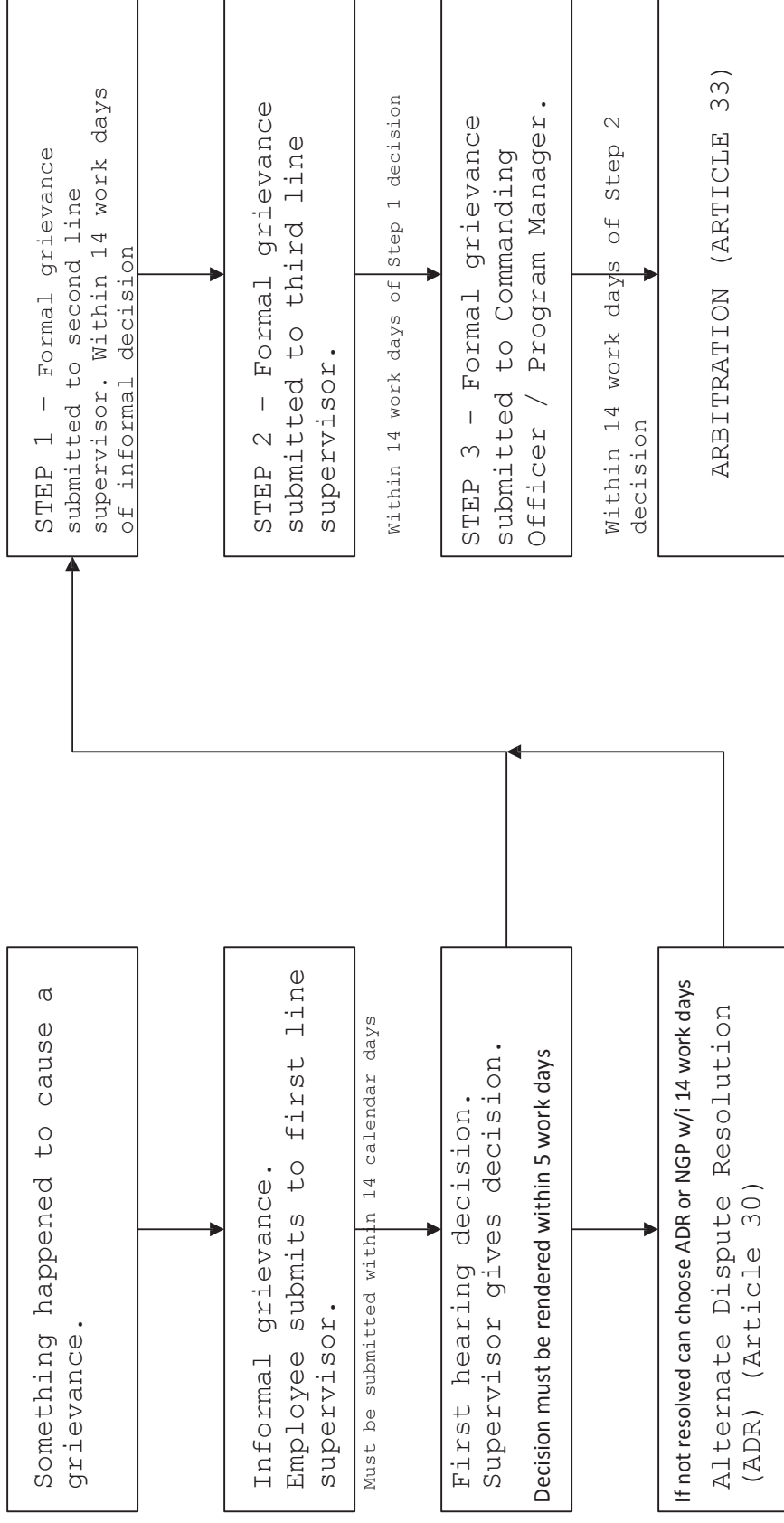
APPENDIX A

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

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

APPENDIX B

GRIEVANCE TEMPLATE WITH TIMELINES (Article 32)



APPENDIX C

GRIEVANCE RECORD - STEP 1

FORMAL

INSTRUCTIONS:

1. Follow procedures and time limits contained in Article 32 of the Negotiated Agreement.
2. Employee completes original and retains one copy.
3. Distribution: Original copy to second level supervisor.
4. Upon completion of section 2, second level supervisor returns original to employee, and furnishes signed copy to the appropriate Union Representative.
5. Follow same distribution at each level.
6. Upon final decision at Step 3, forward one copy to HRD.

**SECTION 1
GRIEVANCE SUBMISSION - STEP 1**

FROM: (EMPLOYEE'S NAME)	EMPLOYEE REP.	DIVISION
TO: (SECOND LEVEL SUPERVISOR)	DELIVERED BY: (INDIVIDUAL)	DATE DELIVERED
DATE SUBMITTED TO FIRST LEVEL SUPV.	FIRST LEVEL SUPERVISOR'S NAME	DATE OF REPLY

GRIEVANCE:

On the above date, I presented a grievance to my supervisor. The reply was not satisfactory. The following alleged violation of the Negotiated Agreement article(s) _____ section(s) _____ which occurred on _____ is grieved. (Or Instruction / Rule / Law No. _____ Title / Subject _____ Chapter _____ Paragraph _____ Section _____ Other _____.)

FACTS SURROUNDING MY GRIEVANCE ARE AS FOLLOWS: (WHO, WHAT, WHEN, WHERE, HOW?)

RELIEF REQUESTED:

ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)

SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE

DATE

APPENDIX C

SECTION 2 STEP 1 DECISION
--

DATE: _____

I MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ON THE REVERSE SIDE.

MY DECISION IS AS FOLLOWS:

ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)	
--	--

COPY RECEIVED BY SIGNATURE AND DATE	SECOND LEVEL SUPERVISOR SIGNATURE AND DATE
--	---

APPENDIX C

GRIEVANCE RECORD - STEP 2

INSTRUCTIONS:

Follow distribution procedures from STEP 1.

NAME OF THIRD LEVEL SUPERVISOR:

SATISFACTORY SETTLEMENT OF THE GRIEVANCE WAS NOT REACHED AT STEP 1. THEREFORE,
THE GRIEVANCE IS REFERRED TO STEP 2.

SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE

DATE

STEP 2 DECISION

ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)

COPY RECEIVED BY
SIGNATURE AND DATE

SECOND LEVEL SUPERVISOR
SIGNATURE AND DATE

APPENDIX C

GRIEVANCE RECORD - STEP 3

INSTRUCTIONS:

Follow distribution procedures from STEP 1

TO: COMMANDING OFFICER OR DESIGNEE

SATISFACTORY SETTLEMENT OF THE GRIEVANCE WAS NOT REACHED AT STEP 2. THEREFORE,
THE GRIEVANCE IS REFERRED TO STEP 3.

SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE

DATE

STEP 3 DECISION

DATE: _____

I MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ABOVE.

ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)

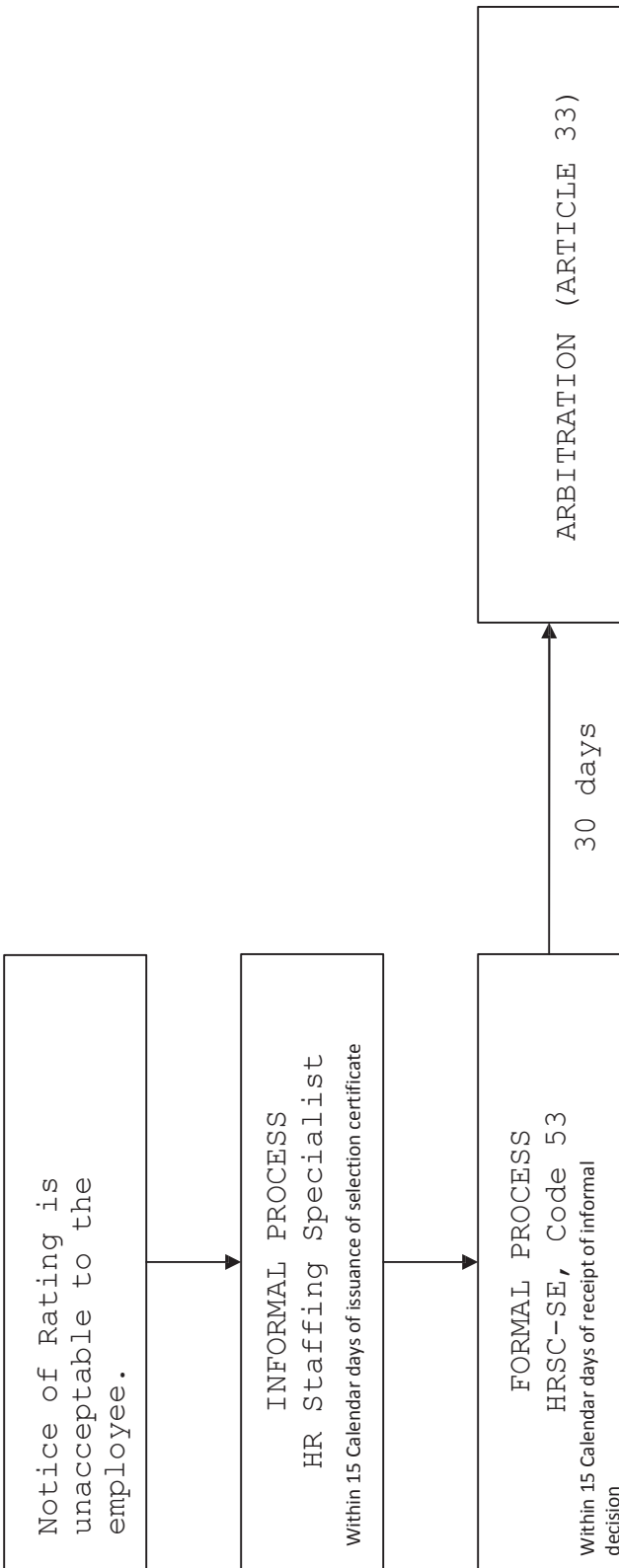
COPY RECEIVED BY
SIGNATURE AND DATE

COMMANDING OFFICER/DESIGNEE
SIGNATURE AND DATE

APPENDIX D

GRIEVANCE TEMPLATE WITH TIMELINES FOR

NON-SELECTION OF CANDIDATE - (Article 32, Section 10)



APPENDIX E

NAF REQUEST FOR OFFICIAL TIME

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

Requestor: Employee/Steward _____
(Circle One) (Full Name: First, Middle Initial, Last)

Position Title _____ Emp Category _____

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/Steward (Circle One)
- ☐ Research/Prepare/Present grievance (Employee/Steward) (Circle One)
- ☐ Review/Respond to correspondence/memorandum (For Steward Only)
- ☐ To serve as a witness for Hearing/Arbitration/Mediation (For Employee only)
- ☐ To serve as a representative for hearing/Arbitration/Mediation (For Steward only)
- ☐ Meet with Management (For Steward only)
- ☐ Other (Specify): _____

For Union Stewards: 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

APPENDIX F

NAF STANDARD GRIEVANCE

PLEASE PRINT OR TYPE

NAME OF GRIEVANT

NAME OF UNION REPRESENTATIVE

REPRESENTATIVE'S PHONE	GRIEVANT'S WORK PHONE	GRIEVANT'S CLASSIFICATION
------------------------	-----------------------	---------------------------

ARTICLE(S) AND SECTION(S) NUMBER(S) OF CONTRACT VIOLATION

STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW). BE SPECIFIC. (CONTINUE ON SEPARATE PAGE IF NECESSARY)
--

REMEDY REQUESTED

REPRESENTATIVE'S SIGNATURE	DATE
----------------------------	------

GRIEVANT'S SIGNATURE	DATE
----------------------	------

THE ORIGINAL OF THIS FORM MUST BE SUBMITTED AT EVERY STEP. ONCE A DECISION HAS BEEN MADE, THE ORIGINAL MUST BE RETURNED TO THE UNION REPRESENTATIVE ALONG WITH ANY WRITTEN RESPONSE TO THE GRIEVANCE. IF THERE IS NO RESPONSE OR IF THE ORIGINAL IS NOT RETURNED TO THE UNION TIMELY, THE UNION MAY ADVANCE A COPY OF THIS FORM TO THE NEXT STEP.

NAF INFORMAL STEP

DISCUSSION WITH IMMEDIATE SUPERVISOR

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & TITLE)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED (YES/NO)	

NAF FORMAL STEP ONE

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

NAF FORMAL STEP TWO

DATE DELIVERED	CHIEF'S SIGNATURE
DATE OF MEETING	DATE OF RESPONSE (SEE RESPONSE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)	GRIEVANCE RESOLVED? (YES/NO)

NOTICE OF INTENT TO ARBITRATE

IDENTIFY MANAGEMENT OFFICIAL SERVED WITH NOTICE (NAME &/or TITLE)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL
----------------	----------------------------------

Grievance Tracking:

Informal Step.....	from ____/____/____ to ____/____/____
1st Step.....	from ____/____/____ to ____/____/____
2nd Step	from ____/____/____ to ____/____/____
Arbitration.....	from ____/____/____ to ____/____/____

DISPOSITION DATE	FINAL DISPOSITION OF GRIEVANCE	
NOTIFICATION DATE	GRIEVANT NOTIFIED BY	METHOD OF NOTIFICATION