

NEGOTIATED AGREEMENT



between

COMMANDING OFFICER
STRATEGIC WEAPONS FACILITY, PACIFIC,
SILVERDALE WASHINGTON

and

INTERNATIONAL ASSOCIATION OF MACHINISTS
and AEROSPACE WORKERS
DISTRICT 160, LOCAL LODGE 282

Effective 29 JUNE 2015

TABLE OF CONTENTS

PREAMBLE 7
WITNESSETH 7

ARTICLE 1 RECOGNITION AND COVERAGE OF THE AGREEMENT 8
 101. Definition of Unit 8
 102. Coverage 8

ARTICLE 2 RIGHTS OF THE EMPLOYER 8
 201. Employer Rights 8

ARTICLE 3 RIGHTS OF THE EMPLOYEES 9
 301. Statutory Rights 9
 302. Expression of Concerns to Union 9
 303. Retention of Contractual Benefits 10
 304. Review of Records 10
 305. Weingarten Right 10

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES 11
 401. Statutory Rights and Regulations 11
 402. Employee Listings 11
 403. Photo Services 11

ARTICLE 5 PROVISIONS OF LAW AND REGULATIONS 11
 501. Relationship to Laws/Regulations 11
 502. Future Directives 12

ARTICLE 6 APPROPRIATE MATTERS FOR CONSULTATION
AND/OR NEGOTIATIONS 12
 601. Appropriate Matters 12
 602. Union Notice 12
 603. Negotiation 13
 604. Labor-Management (LM) Forum 13

ARTICLE 7 UNION REPRESENTATIVES 13
 701. Union Representatives 13
 702. Employer Notification 13
 703. Representation Procedures 15
 704. Facilities 16
 705. Union Visitors 16
 706. Distribution of Agreement 17

ARTICLE 8 WORK SCHEDULES 17
 801. Workweek 17
 802. Workweek/Shift Changes 17
 803. Meal Breaks 17
 804. Work Breaks 18
 805. Compensation 18
 806. Cleanup Time 18

807.	Second and Third Shifts	18
ARTICLE 9	OVERTIME	18
901.	Assignment	18
902.	Relief	18
903.	Notice	19
904.	Pay	19
905.	Impact of Leave	19
906.	Telework	19
907.	Records	19
908.	Compressed Workweeks	19
909.	Fair Labor Standards Act (FLSA)	20
ARTICLE 10	HOLIDAY WORK	20
1001.	Policy	20
1002.	Holidays	20
ARTICLE 11	WAGE SURVEYS	21
1101.	Union Requests	21
1102.	Time Allowed	21
1103.	Data Collectors	21
ARTICLE 12	SICK LEAVE	21
1201.	Usage	21
1202.	Notice to the Union	21
1203.	Letter of Requirement	22
1204.	Justification	22
1205.	Advanced Sick Leave	22
1206.	Travel Time	22
1207.	Alcohol/Drug Addiction Treatment	23
ARTICLE 13	OCCUPATIONAL ILLNESS AND INJURY	23
1301.	Injury Compensation	23
ARTICLE 14	ANNUAL LEAVE	23
1401.	Emergency Leave	23
1402.	Scheduling	23
1403.	Changes	24
1404.	Advanced Annual Leave	24
1405.	Other Excused Absences	25
1406.	Union Meetings/Absences	25
1407.	Leave Without Pay	25
ARTICLE 15	PUBLICITY	26
1501.	Bulletin Boards	26
1502.	Union/Employer Relationship	26
1503.	Employee Surveys	26
ARTICLE 16	MERIT STAFFING	26
1601.	Recruitment Sources	26
1602.	Area of Consideration	26
1603.	Publicizing Vacancies	27

1604.	Evaluation of Applicants	27
1605.	Referral for Consideration	27
1606.	Employee Notification	27
1607.	Review of Ranking	27
1608.	Delayed Application	28
1609.	Temporary Promotions	28
1610.	Details	28
1611.	Temporary Duty Assignments	29
1612.	Personnel Reliability Program (PRP)	29
ARTICLE 17	REDUCTION IN FORCE	29
1701.	Union Notification	29
1702.	Compliance with Law	29
1703.	Repromotion Consideration	29
1704.	Retention Registers	29
1705.	Outplacement Services	30
ARTICLE 18	DISCIPLINARY, ADVERSE, AND PERFORMANCE-BASED ACTIONS	30
1801.	Disciplinary and Adverse Actions	30
1802.	Basis	30
1803.	Investigation	30
1804.	Union Notification	30
1805.	Appeals	31
1806.	Official Time	31
ARTICLE 19	GRIEVANCE PROCEDURE AND ARBITRATION	31
1901.	Definition	31
1902.	Coverage	31
1903.	Appeal Options	32
1904.	Timeframes	32
1905.	Combining Grievances	33
1906.	Representation	33
1907.	Steps	33
1908.	Stays of Discipline	34
1909.	Union or Employer Grievances	34
1910.	Employee Witnesses	34
1911.	Time Limits	35
1912.	Arbitration	35
1913.	Mediation	36
ARTICLE 20	UNFAIR LABOR PRACTICE CHARGES	37
2001.	Resolution Period	37
2002.	Documentation Submission	37
ARTICLE 21	POSITION/JOB DESCRIPTION	37
2101.	Classification Appeals	37
2102.	Union Presentations	37
2103.	Content	38
2104.	Annual Review	38
2105.	Position/Job Description Requests	38
2106.	Changes/Modifications to Positions Descriptions	38

ARTICLE 22 SAFETY AND HEALTH.....	38
2201. Commitment and Responsibilities.....	38
2202. Protective Clothing and Safety Equipment.....	39
ARTICLE 23 ENVIRONMENTAL DIFFERENTIAL AND PREMIUM PAYS.....	40
2301. Policy.....	40
2302. Process Review.....	40
2303. Restrictions.....	40
ARTICLE 24 CIVIC RESPONSIBILITIES.....	40
2401. Court Leave.....	40
2402. Voting.....	40
2403. Political Activities.....	41
ARTICLE 25 COMMITTEE ASSIGNMENTS.....	41
2501. Appointments.....	41
ARTICLE 26 PERFORMANCE PRODUCTIVITY.....	41
2601. Performance Appraisals.....	41
2602. Employee Signatures.....	41
2603. Copies.....	41
2604. Performance Improvement Plan.....	41
2605. Productivity Improvement Program.....	42
ARTICLE 27 TRAVEL.....	42
2701. Travel.....	42
2702. Government Travel Charge Card.....	42
2703. Traveler Information.....	42
ARTICLE 28 EQUAL EMPLOYMENT OPPORTUNITY.....	43
2801. Policy.....	43
2802. Reprisal.....	43
ARTICLE 29 VOLUNTARY ALLOTMENT OF UNION DUES.....	43
2901. Policy.....	43
2902. Conditions.....	43
2903. Union Responsibilities.....	44
2904. Effective Date.....	44
2905. Amount.....	44
2906. Termination.....	44
2907. Termination by the Employee.....	44
2908. Reports.....	45
ARTICLE 30 CONTRACTING OUT.....	45
3001. Notification.....	45
ARTICLE 31 SENIORITY.....	45
3101. Definition.....	45
ARTICLE 32 DURATIONS AND CHANGES.....	46
3201. Duration.....	46
3202. Agreements under this Article.....	46

3203. Changes	46
3204. Amendments	47
APPENDIX I OFFICIAL TIME USAGE.....	48
CERTIFICATION OF REPRESENTATION.....	49

PREAMBLE

This agreement is made by and between the Commanding Officer, Strategic Weapons Facility Pacific, Silverdale, Washington, hereinafter referred to as the "Employer", and the International Association of Machinists and Aerospace Workers, District Lodge 160, IAM&AW, AFL-CIO, Local Lodge 282, hereinafter referred to as the "Union".

WITNESSETH

In accordance with the provisions of Title 5 of the United States Code, Chapter 71, hereinafter referred to as the "Statute", and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

WHEREAS the Congress in as that:

- (1) Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:
 - (a) Safeguards the public interest,
 - (b) Contributes to the effective conduct of public business, and
 - (c) Facilitates and encourages the amicable settlements 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 Government; and

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration and performance of the Employer and the well-being of employees within the meaning of the statute, to establish a basic understanding relative to personnel policies, practices, procedures, and employment, and to provide means for amicable discussion and

adjustment of matters of mutual interest which are discretionary with the Employer;

Now, therefore, the parties agree as follows:

**ARTICLE 1
RECOGNITION AND COVERAGE OF THE AGREEMENT**

Recognition. The Employer recognizes the International Association of Machinists & Aerospace Workers, District 160, Local Lodge 282, AFL-CIO, as the exclusive representative of all employees in the two (2) units defined below.

101. Unit Definition

- A. General Schedule Unit: All Nonprofessional General Schedule employees of the Strategic Weapons Facility, Pacific, Silverdale, WA.
- B. Wage Grade Unit: All Wage Grade employees of the Strategic Weapons Facility Pacific, Silverdale, Washington.
- C. Excluded: All Professional employees, Management Officials, Supervisors and Employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

102. Coverage

The provisions of this agreement apply to all employees in the units defined in 101 above.

**ARTICLE 2
RIGHTS OF THE EMPLOYER**

201. Employer Rights. The Employer retains the right:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and,

B. In accordance with applicable laws -

1. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other administrative action against employees;

2. To assign work, to make decisions with respect to contracting out, and to determine the personnel by which operations shall be conducted;

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

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

**ARTICLE 3
RIGHTS OF EMPLOYEES**

301. Statutory Rights. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Parties agree that no interference, restraint, coercion, or discrimination shall be practiced to encourage or discourage membership in the Union. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

302. Expression of Concerns to Union. Employees are encouraged to bring work-related concerns or complaints to the attention of their immediate supervisor. However, each employee shall have

the right to bring work-related matters or complaints directly to the attention of the Union, utilizing established procedures under Article 7 of this agreement. The use of official time will be as specified in this agreement when bringing such concerns to the Union representatives.

303. Retention of Contractual Benefits. Bargaining unit employees on detail or other temporary assignment to another federal facility shall not forfeit rights afforded under the negotiated grievance procedure or the right to Union representation as provided by this Collective Bargaining Agreement. However, such employees will conform to the rules, regulations, and procedures in practice at the place of temporary assignment.

304. Review of Records. Upon request, the Employer shall grant an employee, or Union representative duly authorized in writing by the employee, a reasonable amount of excused time to review the employee's Official Personnel File in the Human Resources Office and Official Medical File in the Branch Clinic at the local Command, in accordance with all applicable laws, rules and regulations.

305. Weingarten Right.

A. Bargaining unit employees have the right to Union representation during an examination by a representative of the Employer in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. The employee requests representation.

B. Supervisors are encouraged to advise employees of their right to request representation in accordance with Section 305A of this Agreement at the onset of the examination. However, the Union agrees that a supervisor's failure to do so will not constitute harmful error in the event of any subsequent appeal, grievance, or complaint.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

401. Statutory Rights and Responsibilities.

- A. As the exclusive representative, the Union has the right to act for, and negotiate collective bargaining agreements covering all employees in the units which are party to this Agreement.
- B. The Union has the right to be represented at any formal discussion between one or more representatives of the Department of the Navy and one or more bargaining unit employees (or their representatives) concerning any grievance or any personnel policy, practice or other general condition of employment.
- C. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

402. Employee Listings. Upon request, the Employer will provide the Chief Stewards with a current listing of bargaining unit employees which will include the employees position titles, organizational code, pay plan, series, grade, bus code, and organizational and geographic locations. Such requests will be limited to four per calendar year and be forwarded to the servicing Human Resources Office.

403. Photo Service. The employer will consider requests from the Union to take photographs on a case-by-case basis in connection with representation.

ARTICLE 5
PROVISIONS OF LAW AND REGULATIONS

501. Relationship to Laws/Regulations. Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood by the Parties that nothing in this agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government.

502. Future Directives. The Employer agrees to advise the Union prior to implementing any future directive which affects any of the terms and conditions of this Agreement and which alters its discretionary authority with regard to any item within this Agreement. The Union agrees to inform the employer of any directive they become aware of that affects any of the terms and conditions of this agreement.

ARTICLE 6
APPROPRIATE MATTERS FOR CONSULTATION AND/OR NEGOTIATION

601. Appropriate Matters. The Employer and Union are obligated to negotiate on appropriate matters as required by the Statute. Negotiation is mandatory on procedures observed for exercising Employer rights and/or appropriate arrangements for employees adversely affected by the exercise of the Employer's rights. The obligation to negotiate does not include matters involving the mission, budget, number of employees, organization, and internal security practices of the Employer.

602. Union Notice. Prior to implementing changes in matters appropriate for negotiation, the Employer will notify the Union's electronic mail account, or other designated point of contact, of the change and the proposed effective date. Notification will be in writing, e.g., letter, email, or fax. The proposed effective date will normally be not less than 10 working days from the date of notification. Exceptions to this may be necessitated by the urgency of the change (e.g. a change in security procedure or national security). Notifications will contain sufficient information for the Union to make an informed response. Should the Union elect to negotiate the impact and implementation of the change, it will serve notice on the Employer within 10 working days of receipt of the Employer's notification. Such notice shall be in writing and include timely and negotiable proposals. The Union's notice will be given to the Strategic Systems Programs Human Resources Office (SSP HRO), Labor & Employee Relations Section (SP145) or designated point of contact. A lack of response to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposed change will be implemented. The parties may mutually agree to an extension. The Employer may unilaterally implement the proposed change after bargaining to impasse.

603. Negotiation. If the Union elects to negotiate concerning the change, the Employer will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

604. Labor-Management (LM) Forum. Both parties will support and participate in a LM Forum. The parties will strive to improve methods and effectiveness of communications, incorporate more effective and efficient processes for dispute resolution, and ways to improve the Labor Management Relationship; and employ the principles of interest-based bargaining for matters requiring negotiations. Decisions and actions of the LM Forum will not void or modify any portion of this Agreement.

ARTICLE 7 UNION REPRESENTATION

701. Union Representatives. Union representatives consist of one (1) Chief Steward, two (2) Stewards for the General Schedule (GS) bargaining unit, and one (1) Chief Steward, two (2) Stewards for the Wage Grade (WG) bargaining unit and one (1) alternate steward at large. In the absence of the Chief Steward, notification will be provided to SSP HRO LER as to who is designated Alternate Chief Steward.

702. Employer Notification. The Union will provide listings of its representatives assigned to the represented areas. Each listing will be dated and consist of the names and telephone numbers of the Chief Steward(s) and Area Stewards and will identify the area of responsibility of each Area Steward. The Union will maintain these listings on a current basis. Official time for representation purposes will only be authorized for those representatives on the current listings.

A. The Employer agrees to allow reasonable official time for Union representatives who are bargaining unit members to perform duties as sanctioned by this agreement; however, representatives may be required to delay representational duties if needed to perform regular duties for mission critical work. Should the representative need to meet with an employee during the employee's duty hours, the representative will contact the

employee's supervisor to make the necessary arrangements. The representative will advise the supervisor of the purpose, urgency of the matter and an estimated amount of time for the meeting. The supervisor will make timely arrangements (date, time and location) and so advise the representative.

B. Official time during their regularly scheduled hours of work will be granted to Union representatives to investigate and process employee and Union grievances, attend meetings defined in Section 401B, to participate in the Collective Bargaining process, attend other meetings called by the Employer, and as follows:

1. Arbitration Hearings - The Union representative and one observer/advisor.

2. Merit Systems Protection Board (MSPB) Hearings - One Union representative per hearing concerning a bargaining unit employee.

3. New Employee Orientation Meetings - A Union representative will be given the opportunity to address new bargaining unit employees during such meetings.

4. There will be one Union representative at a grievance or investigatory meeting EXCEPT when there is an inexperienced Union representative, in which case the Union may assign a second representative. In this situation, prior agreement between the Chief Steward and the SSP HRO LER is required.

5. The Chief Steward or designated alternate will be afforded the time to conduct office hours for representational duties twice per month, one (1) hour each time. Office hours are not intended to replace official time or curtail Union representatives from performing other duties as needed in accordance with this article. Office hours will be held in the Union office on a regular schedule as mutually agreed to by the Union and the Employer.

C. Any exceptions requested by the Union will be considered by the SSP HRO LER on a case-by-case basis provided that such request is submitted sufficiently in advance of the meeting to allow the Employer an opportunity to arrive at a reasoned judgment.

D. The Employer will provide the Union a budget of 120 hours to be utilized during each fiscal year for appropriate labor

relations training of the Chief Stewards and Area Stewards who are unit employees subject to the following:

1. The Chief Steward(s) will be responsible for management of the budgeted time and certification of attendance of the union representatives.

2. The Chief Steward(s) will forward a written request for the representative's release from regular duties, normally at least thirty days in advance of the training, to the SSP HRO LER. The request will identify the date(s) of training, duration of training each day, and will include an agenda for the training of sufficient specificity for the Employer to determine if the training is an appropriate use of official time and is of mutual benefit to the Employer.

3. The SSP HRO LER Division will advise the Chief Steward in writing, normally within 10 working-days of the approval/disapproval of the request, and if disapproved, the reasons (e.g. inappropriate use of official time, or representative's assigned duties preclude release at that time.)

E. The Union accepts the responsibility to ensure that any activities performed by its representatives relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, and collection of dues) are performed during the time the employee is in a non-duty status.

F. Union representatives are responsible for providing their supervisor with an accurate accounting of their official time usage for representation purposes during each pay period to include the specific date(s) and time(s) of such usage. Time will be recorded and properly coded using the codes located in Appendix I.

Intent: Stewards will notify their supervisor when leaving job site to perform appropriate SWFPAC Union representational duties. Notification will be made in person, e-mail, or telephone (voicemail message). Chief Steward(s) will report official time from the appropriate categories listed in Appendix I.

703. Representation Procedures. The following procedures will be observed by employees and Union representatives when requesting official time:

A. Employees - Employees who wish to meet with a Union representative during duty hours will request that their supervisor arrange a meeting. Employees will advise their supervisor of the general purpose of the meeting and the urgency of the matter. At the first opportunity, the supervisor will, when appropriate, make the necessary arrangements (date, time, and location) and advise the employee of those arrangements.

B. Union Representatives:

1. Union representatives who wish to meet with an employee will ask the employee's supervisor to make the necessary arrangements. The supervisor will be advised of the general purpose of the meeting and the urgency of the matter. At the first opportunity, the supervisor will, when appropriate, make the necessary arrangements and advise representative of those arrangements.

2. Union representatives needing official time for other representation matters will advise their supervisor as far in advance as possible of the general nature of the matter, their destination, with whom they intend to meet, the time they wish to be released from their regular duties, and the anticipated duration of their absence. If the representative cannot be released at the time requested, the supervisor will, when appropriate, provide an alternate time as soon as possible.

C. It is the parties' intent that meetings in A and B (1) above should occur within one to two workdays of the request. The parties recognize that exceptions may be necessitated by workload and/or other considerations.

704. Facilities. The employer will provide an office for the exclusive purpose of providing work-space and record storage for Union representatives. Facilities will include telephone with voice-mail, computer with email and internet access, and fax and copy machine. Email will not be utilized for mass mailing purposes (i.e., to all unit employees, or for internal union business, etc.). Consumable supplies (e.g. paper, toner, print cartridges, pens, etc.) are the Union's responsibility.

705. Union Visitors. The Employer agrees to consider written requests, including e-mails, from the Union for authorization for non-employee representatives of the Union to visit the installations for mutually agreeable purposes subject to security regulations.

706. Distribution of Agreement. The Employer will publish the Collective Bargaining Agreement electronically. The CBA electronic document file will be available on the SWFPAC Portal, from the Human Resources Office, and from the Union.

ARTICLE 8 WORK SCHEDULES

801. Workweek. The administrative work week is the calendar week, 0000 hours on Sunday through 2400 hours on Saturday. The basic workweek is normally Monday through Friday consisting of four (4) or five (5) workdays on each of which employees are scheduled to work eight (8), nine (9), or 10 hours. Alternate work schedules will be utilized as set forth in the appropriate SWFPAC Instruction. The Employer may remove an employee from an alternate work schedule when the Employer determines, as supported by the evidence, it is necessary due to employee misconduct, employee performance, or employee leave deficiencies. The employer retains the right to remove an employee from an alternate work schedule due to workload requirements.

802. Workweek/Shift Changes. Due to emergent or mission critical needs, changes in workweeks/shifts of five (5) working days or less do not require bargaining. Prior to changing the workweek or shift of employees to an already established workweek/shift, the Employer will inform affected employees and the Union of the change as soon as known and practical, at least three (3) workdays, except when mission essential. The Employer will consider requests from employees to effect temporary changes in the shift hours in unusual/emergency situations, taking into consideration workload requirements and other relevant factors. Shift changes of less than one (1) workweek in duration will not be made solely to avoid payment of overtime. Management will make every effort to provide flexibility when changing employee's shifts to provide safe transition.

803. Meal Breaks. The normal meal break is 30 minutes of nonpaid time and shall normally occur during the middle two (2) hours of the employee's scheduled work-shift. Longer meal breaks, not to exceed 60 minutes may be approved by the supervisor if it does not adversely affect organization efficiency and productivity. Employees required to work through

their designated meal break may be allowed an alternate time during the same shift, released from duty early, or appropriately compensated for the additional time worked.

804. Work Breaks. Occasional breaks during the workday are beneficial for employee productivity and morale. Work/rest breaks are paid and will not result in charge to leave or extension of the workday. Supervisors and employees shall act responsibly to assure the number and lengths of breaks are reasonable in view of the workload and other workplace considerations.

805. Compensation. Employees shall be compensated for work performed in accordance with the provisions in 5 CFR 550 and 5 CFR 551, as appropriate. If Employer requires additional medical evaluation for assessing the employee's fitness for duty the employee will be in a pay status.

806. Cleanup Time. A reasonable amount of time will be allowed prior to the end of each shift for protection of property and equipment and clean-up.

807. Second and Third Shifts. The Employer agrees that assignment of employees to the second and third shifts will be made per the Employer's analysis of the work requirements and the qualifications of all persons available, as determined by the Employer. Volunteers will be considered first, if otherwise qualified as determined by the Employer. Wage grade shift assignments will be made in accordance with established policy. The Union may suggest modifications to such policy.

ARTICLE 9 OVERTIME

901. Assignment. Overtime assignments, whenever possible, will be distributed fairly among employees determined by the Employer to be qualified to perform the work in accordance with individual organization's overtime policies. The Employer recognizes its obligations to the Union when revising existing or establishing new overtime policies affecting bargaining unit employees.

902. Relief. Upon request, an employee will be relieved from an overtime assignment provided another qualified employee

acceptable to the Employer is available from the same work group and volunteers to perform the overtime work.

903. Notice. Employees will be given as much notice as practicable under the circumstances and the Employer agrees to give due consideration to the employee's personal circumstances. The Employer will endeavor to provide at least 48 hours of advance notice, and confirmation of instructions to report for overtime not later than the start of the lunch period on the last scheduled shift before the overtime commences. However, employees are responsible for reporting for overtime work assigned regardless of the amount of notice provided in order to meet emergent or mission critical assignments.

904. Pay. Employees shall be compensated for overtime work in accordance with applicable regulations including the "call back" provisions. The Employer recognizes that the use of compensatory time in lieu of overtime payment for nonexempt employees is voluntary on the part of the employee.

Note: If "called back" for work, employee will receive a minimum of two (2) hours pay.

905. Impact of Leave. An employee's use of leave approved in advance (including court leave) during a workweek will not adversely affect an employee's consideration for overtime assignments assuming the employee is on duty at the time the overtime is solicited and assigned, or arranged in advance. Employees are responsible for notifying management of their availability for the overtime work.

906. Telework. Employees who are contacted or who are required to contact the employer for off duty performance of work may request coverage under a Telework Agreement which provides payment for such work performed per the SWFPAC Finance Program Manual.

907. Records. The Employer agrees to allow inspection of existing overtime records to the extent necessary for inquiries of alleged inequities in overtime distribution. Such requests will be kept to a minimum and will be subject to the provisions of the Privacy Act.

908. Compressed Workweeks. When practicable, overtime assignments may be performed on the employee's regularly scheduled day off (RDO) during the normal workweek.

909. Fair Labor Standard Act (FLSA). FLSA exempt employees, whose rate of pay exceeds GS 10 step 10, are required to accrue 80 hours of compensatory time before becoming eligible for overtime pay.

**ARTICLE 10
HOLIDAYS AND HOLIDAY WORK**

1001. Policy. Insofar as possible and in keeping with the Employer's need for holiday work, assignment to holiday work shall be made following the procedures specified in this agreement.

1002. Holidays. The following are legal public holidays and will be observed as prescribed by federal law:

- A. New Year's Day
- B. Martin Luther King Junior's Birthday
- C. Presidents' Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Columbus Day
- H. Veteran's Day
- L. Thanksgiving Day
- J. Christmas Day

**ARTICLE 11
WAGE SURVEYS**

1101. Union Requests. The Employer will forward promptly to the proper authorities properly documented requests for wage surveys submitted by the Union and will notify the Union as soon as possible as to the date such wage surveys will be conducted.

1102. Time Allowed. Time allowed during working hours will be granted to not more than one employee selected by the Union for the purpose of appearing before the Wage Survey Committee to make a presentation concerning the wage survey coverage.

1103. Data Collectors. Unit employees assigned as wage survey data collectors will be paid regular and overtime pay for all work officially authorized and approved which is performed by them in the course of their duties as data collectors. Other expenses will be paid in accordance with the Joint Travel Regulations.

**ARTICLE 12
SICK LEAVE**

1201. Usage. If an employee has accrued sick leave and provides documentation or verbal certification, as deemed acceptable by the Employer, his/her request for sick leave will be approved when incapacitated by illness, injury, or pregnancy. However, there is no requirement to approve a request for sick leave when the employee does not have sufficient accrued sick leave or abuse or fraud is evident or suspected. Leave requests for non-emergency medical, dental, or optical examination shall be submitted for approval at least two (2) workdays in advance and will include the location and time of the appointment.

1202. Notice of Absence. Employees who are absent from work because of illness or injury shall call to report their absence to their first level supervisor or designee, or leave a voicemail message prior to the start of their work shift on the first day of absence. Notice by employees shall include the nature of the illness/injury, the expected duration of the absence, and a telephone number where (s)he may be contacted. If the employee does not return to work when anticipated (as indicated in the initial notice of absence) the employee will

call on the following day(s) to report his/her absence. Notice in itself does not signify approval of leave. If the first-level supervisor is not available when the absence is reported by the employee, the employee then must report the absence to the second-level or designee. If an employee is medically unable to give proper notification of absence, (s)he shall cause notification by other appropriate means.

1203. Letter of Requirement. If there is a demonstrated pattern of abuse or evidence to suspect an employee may be abusing sick leave, the employee may be advised in writing that any future request for sick leave must be supported by a medical certificate. The letter will, in part, advise the employee of the basis for suspecting abuse and the duration (not to exceed one (1) year) of the requirement for medical certification. The requirement may be extended if the sick leave usage has not significantly improved.

1204. Justification. For absences exceeding three (3) consecutive workdays, or for a lesser period when the Employer determines necessary, an employee shall submit an appropriate certification by a licensed health care provider. The Employer may consider other acceptable documentation, or the employee's self-certification as to the reason for the absence, as administratively acceptable evidence.

1205. Advanced Sick Leave. Requests for advance sick leave may be approved when the following conditions are met:

- A. The maximum advance does not exceed 240 hours.
- B. The employee certifies that (s)he is not considering separation by retirement or resignation.
- C. There is supporting evidence from a licensed health care provider that the employee will be able to return to duty.
- D. All available accrued sick leave and annual leave have been used. Approved advance sick leave will end if circumstances warrant termination.

1206. Travel Time. The amount of travel time allowed in connection with medical appointment shall be administratively determined by the immediate supervisor with due consideration being given to the travel time required. Travel time under this section will normally be limited to travel within the commuting area.

1207. Alcohol/Drug Addiction Treatment. As appropriate, sick leave requests may be approved for participation in treatment for alcohol and drug dependency. Employees are encouraged to utilize the services of the Civilian Employee Assistance Program.

**ARTICLE 13
OCCUPATIONAL ILLNESS AND INJURY**

1301. Injury Compensation. Employees injured on the job will be advised by the Employer of their right to obtain medical treatment from a physician of their choice. Management will provide the appropriate paperwork to file claims with the Office of Workers' Compensation Program (OWCP). Continuation of Pay for employees injured on the job will be administered in accordance with applicable regulations. An employee who has filed a claim with OWCP and is eligible, may elect continuation of pay or use sick and annual leave pending the decision by OWCP. Employees who elect to use sick or annual leave in lieu of compensation may request to buy back leave used for that purpose after their claim is approved by OWCP.

**ARTICLE 14
ANNUAL LEAVE**

1401. Emergency Leave. When prior approval for emergency annual leave was not obtained, the employee will notify the supervisor prior to the beginning of scheduled work on each day of absence. The notification to the supervisor does not constitute approval of emergency annual leave.

1402. Scheduling. The Employer may grant employees at least one continuous leave period of no less than 10 working days for employees who earn 104 hours of annual leave per year, and not less than 15 working days for employees who earn at least 156 hours of annual leave per year, providing leave is available. Request for such vacation leave will be made sufficiently in advance to provide the employee and the Employer opportunity for proper planning and scheduling. Vacation leave shall be requested by 1 February for the following 12 months. The

Employer shall notify the employee of the disposition of the leave request within two weeks after the submission deadline to enable the employee to plan accordingly. Requests for annual leave will be adjudicated on a first-come first-served basis; however, previous leave participation will be taken into consideration (e.g. if an employee had Christmas off last year and a conflict in requests arises a different employee may be granted Christmas off this year). Other Annual Leave requests submitted after the submission deadlines will be considered on a first-come, first-served basis consistent with staffing requirements.

1403. Changes. Once annual leave is approved, requests for changes may be disapproved if the change would conflict with the choice of another employee. Employees will be permitted to take leave as scheduled except for unforeseen circumstances which require a change in previously approved leave schedules. In the event that previously approved leave is subsequently disapproved, the supervisor will notify the employee in writing and make a reasonable effort to reschedule the leave in accordance with the employee's desires.

1404. Advanced Annual Leave. Annual leave in excess of that currently credited to an employee's leave account may be advanced if the amount does not exceed that which will be accrued by the employee during the balance of the current leave year or the balance of an employee's appointment, as applicable. Annual leave may not be advanced if it is known or anticipated when the request is made that the employee will not return to duty. Written requests for advance annual leave accompanied by an OPM 71 shall be submitted to the appropriate supervisor and must include the following information:

1. Reason for request,
2. Current annual leave balance,
3. Amount of leave requested and requested date of commencement,
4. Expected date of return to duty,
5. Endorsement by supervisor,
6. Amount of annual leave to be earned by the end of the leave year, or the end date of the Employee's appointment, and

7. Employee's statement of planned continued employment.

1405. Other Excused Absences. Excused absence is an authorized absence from duty without charge to accrued leave or loss of pay.

A. Employees may be granted excused absence in accordance with the employer's policy. Situations in which excused absence may be granted, subject to the needs of the employer include, for example:

1. Navy sponsored blood drives.
2. Activity closure during inclement weather or other emergencies.
3. The employee's services have been requested for authorized emergency rescue and protective work not to exceed 40 hours per calendar year.
4. Occasional tardiness.
5. Interviews for job opportunities at SWFPAC.
6. Mandatory motorcycle safety courses required by the employer.

1406. Union Meetings/ Absence. Employees will be granted accrued annual leave or leave without pay to accept temporary positions with the Union or to attend conventions or meetings of the Union for a period of up to one year duration, provided the Employer has determined the employees services are not required during that period. Employees on such approved absences are subject to recall by the Employer if it determines the employee's services are required.

1407. Leave Without Pay. Employees who are absent on approved leave without pay for periods of up to one year shall accrue all applicable rights and privileges in respect to coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs in accordance with applicable law and regulations. Employees may submit requests for leave without pay and if workload and mission are not adversely affected, at the Employer's discretion, it may be approved.

**ARTICLE 15
PUBLICITY**

1501. Bulletin Boards and Publications. The Employer will make space available on the unofficial bulletin boards on which the Union may post notices of Union meetings, recreational and social affairs, elections, or results of elections. Other appropriate literature, consistent with current regulations, may be posted after approval by the employer. The Union will coordinate the posting and removal of the material with the respective Building Officer. Subject to prior approval by the Employer, the Union shall have the right to occasionally distribute a Union news bulletin to bargaining unit employees within the Facility during non-work time.

1502. Union/Employer Relationship. The parties mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to good Union/Management relationships, and further agree they will not condone such activity through failure to take affirmative action to prevent or stop such behavior.

1503. Employee Surveys. If the Employer has access to results from employee survey/polls relating to working conditions of unit employees, they will be shared with the Union. This does not include exit surveys of departing employees.

**ARTICLE 16
MERIT STAFFING**

1601. Recruitment Sources. Vacant positions may be filled under the Merit Staffing Program, or through other recruitment processes (i.e. transfer, reinstatement, management identification of candidates (MIC), non-competitive appointment, the Priority Placement Program, etc.).

1602. Area of Consideration. When the Merit Staffing Program is utilized, applications will be accepted and considered from all eligible unit employees within the specified area of consideration. The area of consideration may be less than Employer-wide and may be extended at any time to obtain sufficient well-qualified candidates.

1603. Publicizing Vacancies. If vacancies are advertised individually under the Merit Staffing Program, publication/marketing may be via an individual vacancy announcement or via vacancy listings posted on official bulletin boards and/or official web sites. Official vacancy announcements will list the qualification requirements, area of consideration, duties, evaluation methods to be used, and what applicants must do to apply.

1604. Evaluation of Applicants. To be eligible, each candidate's resume must demonstrate it meets the minimum qualification and eligibility requirements prescribed by Office of Personnel Management (OPM), time-after competitive appointment requirements, and any appropriate selective factors established by the employer as being essential for satisfactory job performance. Candidates will be evaluated against the knowledge, skills, and abilities determined to be important for the position. The use of written tests will be in compliance with applicable OPM and DoD directives. Due consideration will be given to awards, training, self-development and applicable outside activities when documented on the resume.

1605. Referral for Consideration. Applicants will be listed in alphabetical order in groups of Best Qualified and/or Qualified for referral to the selecting official. A selecting official may select any candidate who is certified or non-select all candidates. Applicants eligible for noncompetitive selection may be referred at any time to the selecting official.

1606. Employee Notification. When an employee's resume has been considered under a merit promotion vacancy announcement, notification will be posted to their account as provided under the automated staffing program. These notifications will tell the employee whether they were eligible, qualified and/or referred to the selecting official for specific vacancies. For delegated examining (all U.S. Citizens) the Office of Civilian Human Resources (OCHR) Operations Center Silverdale will issue a notice of rating per OPM directive.

1607. Review of Ranking. If applicants have questions about why they were not referred for a specific vacancy, they should contact the automated staffing help desk to obtain answers. In the event questions concerning the eligibility or non-referral of an applicant cannot be answered to the satisfaction of the applicant by the help desk, the applicant may request that the decision be reviewed by the OCHR Operations Center Silverdale. Failure to be selected for promotion when proper promotion

procedures were used (this includes non-selection from among a group of properly ranked and certified candidates) is not a basis for a grievance.

1608. Delayed Application. An employee on approved leave or official travel during the entire open period of an announcement may file a delayed application, including documentation showing the approved absence, within five (5) calendar days after return, and if qualified, will be considered if the selection list has not yet been referred to the selecting official. Employees are strongly encouraged to maintain a current resume for all open-continuous announcements related to their career goals, to ensure they receive proper consideration while absent from the workplace.

1609. Temporary Promotion. Unless there are compelling reasons for not doing so, (e.g., promotion freezes or the employee is not eligible for promotion) unit employees assigned to a higher-level classified position for two (2) or more consecutive workweeks shall be temporarily promoted to the higher-level position commencing with the first day of the assignment.

1610. Details. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. Employees on detail are not officially reassigned but continue to occupy their position of record and maintain their same status and pay rate. Employees do not have to be qualified for the position to which detailed. The parties agree that:

A. Employees may be detailed to positions at their current grade or below for up to one year. Employees may be detailed for up to two years if the Employer is undergoing a commercial activity (CA) study.

B. Details to higher level positions in excess of 120 days shall be made competitively.

C. Any detail in excess of 30 days shall be officially recorded. Experience gained on detail will be given due consideration during evaluation for promotion if claimed on the employee's resume.

D. The Employer will inform employees of the reason for, type of duties to be performed and expected duration of any detail.

1611. Temporary Duty Assignments. It is the Employer's policy to assign employees to temporary duty assignments according to its analysis of the work requirements and the qualifications of all persons available. When such assignments are required, consideration will be given to qualified volunteers.

1612. Personnel Reliability Program (PRP). If for medical or physical reasons a person can no longer perform functions that require PRP certification, the Employer will attempt to place the employee in a vacant funded position for which they are qualified and which does not require PRP certification.

ARTICLE 17 REDUCTION IN FORCE

1701. Union Notification. The Employer agrees to notify the Union of pending reduction-in-force actions which will impact unit employees. The Union may make its views and recommendations known concerning the implementation of such reduction-in-force actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the RIF, e.g., use of VSIPs, utilization of existing vacancies, etc. The Employer will consider any recommendations from the Union concerning other possible actions to alleviate the impact.

1702. Compliance with Law. All reductions-in-force will be carried out in compliance with applicable laws and regulations.

1703. Re-promotion Consideration. Any employee demoted through RIF will be advised, in writing, of the employee's entitlement to special consideration for re-promotion as provided for in applicable law, regulation, or DoD policy. Although not guaranteed re-promotion, an employee entitled to special consideration for re-promotion must be considered when a vacancy occurs in a position at the former grade level (or any intervening grade level) for which the employee is qualified.

1704. Retention Registers. The Union shall have the right to review retention registers relative to reduction-in-force actions affecting employees in the unit in accordance with the Privacy Act. Requests for such reviews by the Union will identify the employee(s) or areas of concern. Personnel folders will not be reviewed by the Union unless written permission has been obtained from the employee(s).

1705. Outplacement Services. The Employer agrees, upon request, to meet with the Union to collectively examine the availability of retraining programs and outplacement programs for employees separated by RIF.

**ARTICLE 18
DISCIPLINARY, ADVERSE, AND PERFORMANCE-BASED ACTIONS**

1801. Disciplinary and Adverse Actions. Disciplinary actions include letters of reprimand and suspensions of 14 days or less. Adverse actions include suspensions of more than 14 days, reductions in grade or pay, removals and furloughs. Performance-based actions include removals and reductions in grade actions taken for unacceptable performance. Admonishments, letters of caution, performance warning notices, and letters of requirement are non-disciplinary actions.

1802. Basis. Disciplinary actions will only be taken for just cause. In cases of short term suspension or adverse action, the employee will be given advance written notice of the proposed action. In the case of adverse action, the employee will be given at least 30 calendar days advance notice of the proposed action. The employee will be given a reasonable opportunity to reply to the charges orally and/or in writing before a final determination is made. The employee, if desired, may be assisted by a Union representative in presenting such a reply. The Employer agrees that disciplinary action should be effected in a timely manner.

1803. Investigation. Prior to initiating disciplinary or adverse action, the Employer may conduct a preliminary investigation into the matter. Such investigation may include a discussion with bargaining unit employees who are subjects of the investigation, and other employees who may have witnessed the events. Bargaining unit employees are obligated to cooperate fully and honestly during the course of such investigations. The employee's right to be represented during such investigative discussions is described in Article 3 of this agreement.

1804. Union Notification. In all cases of disciplinary/adverse action taken against any employee covered by this agreement, the employee will be provided two (2) copies of any correspondence. The extra copy may be provided to the Union at the employee's discretion.

1805. Appeals. An employee's opportunity to grieve or appeal disciplinary or adverse actions is discussed in Article 19 of this Agreement.

1806. Official Time. Appellants, necessary witnesses, and one (1) Union-designated representative, if designated by the employee in writing, may attend Equal Employment Opportunity, Merit System Protection Board, and arbitrating hearings without loss of pay or charge to leave if they are bargaining unit employees and would otherwise be in a duty status.

**ARTICLE 19
GRIEVANCE PROCEDURE AND ARBITRATION**

1901. Definition. A grievance is any complaint:

A. By any bargaining unit employee concerning a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

B. By the Union concerning any claimed breach of a collective bargaining agreement, violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment which primarily affects the Union's contractual rights rather than individual bargaining unit members.

C. By the Employer concerning any claimed breach of a collective bargaining agreement.

1902. Coverage. Grievances shall not be processed for the following:

A. Retirement, life insurance, or health insurance.

B. Any claimed violation of Public Law 95-454 relating to prohibited political activities.

C. Suspension from pay or removal for national security reasons.

D. Any examination, certification, or appointment.

E. The classification of any position.

F. Termination or separation of probationary or temporary employees

G. Saved pay for reclassification.

H. Reduction in Force.

I. Non-selection under the merit staffing program or other type of placement/recruitment programs.

J. Non-selection for promotion from a group of properly ranked and/or certified candidates.

K. Receipt of or failure to receive awards.

L. Written and oral remedial non-disciplinary actions that are not placed in an employee's Official Personnel Folder (OPF).

M. A decision to deny, suspend, or revoke a security clearance, access to an area requiring a security clearance, or a Personal Reliability Program (PRP) certification.

N. The content of Performance Plans.

1903. Appeal Options. Employees have the right to choose between this negotiated grievance procedure or a statutory procedure when appealing an adverse action under 5 CFR 752 or 5 CFR 432. An employee shall be deemed to have exercised their option at such time as the employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance per provisions of this Article, whichever comes first.

1904. Timeframes. A grievance initiated by an employee, the Union, or the Employer must be filed within 10 workdays following the occurrence of the matter from which the grievance arose. Grievances will not be considered at a later date unless the grievant demonstrates (s)he was not aware of the matter causing the grievance. An employee's ignorance of the terms of this Agreement shall not, however, constitute a basis for extending the time limits. Extensions of time in which to file a grievance may be requested by letter or electronic mail by the Union.

1905. Combining Grievances. The Union and Employer agree that when more than one (1) employee has an identical grievance where individual variations and disciplinary actions are not involved, the Union will select one case for processing under the grievance procedure. The employee will be advised by the Union that in processing one grievance for the group the decision in the case selected will be binding on all affected employees. When a decision is made on the grievance, the Union will notify each employee.

1906. Representation. Only one procedure is applicable to any one grievance. The employee must decide whether (s)he wishes representation in processing the grievance. An employee may present a grievance and have it decided by the Employer without Union intervention as long as the decision is consistent with the terms of this agreement and the Union is given the opportunity to attend any meeting between the Employer and employee. If an employee wishes Union representation, a Union steward should be contacted by the employee to make appropriate arrangements. Employees must designate union representatives in writing. Designated union representatives may sign on behalf of an employee.

1907. The following steps apply when a unit employee initiates a grievance:

Step 1a. For issues other than disciplinary/adverse actions, the employee or union shall first submit the completed grievance form to the management official who made the determination concerning the issue in the grievance. The written grievance must contain the specifics of the matter at issue, including the date of the occurrence, the name of the Union representative, if applicable, and the desired remedy. The employee, supervisor, or designee, and Union representative will meet within five (5) workdays to try to settle the grievance. The supervisor or designee will give a written answer to the employee within ten (10) workdays following the meeting. This process shall apply when the Union files a grievance on behalf of an employee addressing a specific issue.

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

Step 2. If the grievance decision above is not satisfactory to the grievant, the grievance may be advanced within five (5) workdays to the Division/Department Head or designee. A written decision will be issued to the grievant within ten (10) workdays following receipt of the grievance.

Step 3. If the Division/Department Head or designee's decision is not satisfactory to the grievant, the grievance may be advanced within five (5) workdays to the Commanding Officer or designee. A written decision will be issued to the grievant within ten (10) workdays following receipt of the grievance.

1908. Stays of Discipline. The agency will ordinarily stay grieved disciplinary suspensions through the 3rd step of the grievance procedure and a final determination is rendered by the Employer's representative.

1909. Union or Employer Grievances.

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

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

1910. Employee Witnesses. When a meeting is held, the Union and Employer may call employee witnesses who shall suffer no loss of pay if the witness is a bargaining unit employee and otherwise in a paid duty status. The Employer reserves the right to question the relevance of witnesses to the matter being discussed. It is the intent of both parties to limit the number of witnesses to that necessary for presentation of the case without undue duplication.

1911. Time Limits. All time limits in this article may be extended by mutual agreement of the parties. Failure of the Employer to observe the time limits shall entitle the employee or Union to advance the grievance to the next step. Failure on the part of the employee or Union to comply with the time limits will constitute withdrawal of the grievance.

1912. Arbitration

A. If a grievance is not settled using the negotiated grievance procedure, it may be referred to binding arbitration. Arbitration is the final means for seeking a remedy on a grievance not resolved at the activity level. Such written notice of intent to arbitrate from the Union Business Representative must be served not later than twenty (20) workdays following the final step grievance decision and not later than twenty (20) workdays from the written decision from either party. Individual employees may not refer grievances to binding arbitration.

B. Within five (5) workdays after submitting the notice of intent to arbitrate the party who seeks arbitration shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as Arbitrator. Failure to request a list of arbitrators within the five (5) workdays constitutes withdrawal of the grievance. Upon receiving the list, the parties shall alternate in striking a name from the list until only one-name remains, who shall be the duly selected arbitrator. The parties may agree to select an arbitrator by alternate means. If one party asserts the grievance is not a matter subject to arbitration, the dispute shall be referred to the selected arbitrator to decide the threshold issue prior to scheduling a hearing. Either party may determine in advance of the threshold ruling that a second arbitrator be selected to hear the merits of the case, should the threshold issue be ruled subject to arbitration.

C. The fees and expenses of the arbitrator and all other costs of arbitration shall be borne equally by the Union and Employer. Costs shall not exceed those authorized by law or regulation.

D. Pre-arbitration Conference. The parties shall hold a pre-arbitration conference, to the extent possible, at least two-weeks prior to the scheduled arbitration hearing date. The purpose of the meeting is two-fold:

1. To make a good faith effort to arrive at a mutual settlement of the issue in order to avoid the cost of arbitration; and,

2. To insure that participants will be kept to a minimum and the hearing is as brief as possible. Each party may outline its case to the other party. Matters that may be discussed include witnesses, exhibits, stipulations, and affidavits or depositions which either party intends to introduce.

E. Witnesses. Relevant witnesses may be called to the arbitration hearing by either party. The arbitrator will rule on any objection made to witnesses by the parties. Bargaining unit employees who are appellants, witnesses, or a designated representative shall suffer no loss of pay while participating in the arbitration hearing if otherwise in a paid duty status. The arbitration hearing will be held during the regular day shift work hours of the workweek. Work schedules for bargaining unit employees participating in these proceedings will be adjusted as necessary.

F. Arbitrator Authority. The arbitrator shall not change, delete, or add to the provisions of this agreement, and will abide by relevant federal sector case law issued by the Merit Systems Protection Board, Federal Labor Relations Authority, Equal Employment Opportunity Commission, Comptroller General, or other federal adjudicative body.

G. Exhibits and Witness Lists. All exhibits and a complete list of witnesses to be used at an arbitration hearing will be exchanged by the parties at least five (5) workdays prior to the hearing.

H. Arbitration Decision. It is agreed that the decision of the arbitrator is binding unless overturned by higher authority as a result of either party filing an exception to the award per applicable laws, rules, or regulations.

1913. Mediation. Parties at any time may, by mutual agreement, refer a grievance to mediation by an FMCS or DON certified neutral mediator. Grievance procedure time limits will be suspended to enable mediation to proceed. Issues not fully resolved may continue to be processed under the grievance procedure.

ARTICLE 20
UNFAIR LABOR PRACTICE CHARGES

2001. Resolution Period. The Employer and the Union agree to attempt to informally resolve disputes arising under 5 U.S.C.7116, Unfair Labor Practices (ULP), prior to filing an ULP with the Federal Labor Relations Authority (FLRA). Accordingly, written notification of intent to file a ULP will be given to the SSP HRO LR/ER Section Head (SP145) or designee for the Employer, and the Chief Steward for the applicable bargaining unit, at least 15 workdays prior to filing with the FLRA. FLRA time limits, as prescribed in their regulations, shall apply and cannot be amended or waived.

2002. Document Submissions. To facilitate open communications and timely resolution of ULP charges, the union agrees that every submission or document provided to the FLRA will be simultaneously served on the Employer.

ARTICLE 21
POSITION/JOB DESCRIPTIONS

2101. Classification Appeals.

A. Internal. Employees may request an internal review of the classification of their position (title, pay plan, series, and/or grade) through their immediate supervisor. The request for an internal review may result in an audit of the position to ensure the position description is adequate and the classification is accurate.

B. External. If all internal efforts have been exhausted and the employee alleges his/her position is not correctly classified, information on Office of Personnel Management (OPM) appeal rights and procedures will be furnished by the SSP HRO, upon request.

C. Employees may elect to be represented or assisted by the Union during the appeal process.

2102. Union Presentations. The Union may make presentations and present supporting evidence to the Employer regarding the accuracy of position/job descriptions of unit employees.

2103. Content. The position/job description of record shall reflect the major duties and responsibilities assigned to employees. Minor duties normally do not affect the classification of the position, are usually unimportant to work operations, and change frequently, it is generally not necessary to mention them in the position description. A statement, such as "Performs other duties as assigned," covers such situations adequately. Sometimes, however, minor duties can influence both grade and series determinations and the qualifications required for the work. In cases such as these, what seem to be minor duties must be described and evaluated.

2104. Annual Review. During the annual performance rating discussion the supervisor will have available a copy of the position description. The employee will be notified of the right to review and to discuss the position description with the supervisor.

2105. Position/Job Description Requests. Employees and the Union will be provided a copy of their position/job description, upon request.

2106. Changes/Modifications to Positions Descriptions. When the Employer makes a change/modification in the PD that affects employee working conditions, the Employer agrees to notify the Union in accordance with Article 6, Section 602, of this Agreement.

ARTICLE 22 SAFETY AND HEALTH

2201. Commitment and Responsibilities. The Union and Employer recognize the value of working together to maintain high standards of occupational health and safety throughout the organization. Both parties commit to working together to create an environment which promotes a positive approach to achieving a workplace free of incidents, accidents, and injuries. The right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm must be coupled with a reasonable belief that there is insufficient time to seek effective redress through normal

hazard reporting and abatement procedures as defined in 29 CFR § 1960.46(a).

1. The Employer will provide and maintain safe working conditions for employees, encourage employees to work safely, and promptly correct unsafe working conditions.

2. It is recognized that each employee has a primary responsibility for his/her safety and an obligation to know and observe the safety rules and practices as a measure of protection for the employee and others. The Employer will consider suggestions from employees and the Union which offer practical and feasible ways of improving safety conditions.

3. The Union and Employer will make every effort to prevent accidents of any kind. Should such accidents occur, however, a prime consideration will be the welfare and comfort of injured personnel.

4. The Employer will notify the Union within a reasonable time of all lost-time accidents which involve unit employees.

5. The Employer will conduct safety briefings as it deems necessary.

6. The parties respect the right of employees to file a complaint relating to health and/or safety.

2202. Protective Clothing and Safety Equipment. The Employer agrees to furnish protective clothing and safety equipment at no expense to the employee when the Employer determines it is required for safety or industrial health reasons. Protective clothing will not be furnished solely for the purpose of protecting an employee's body or clothing from a reasonable amount of soil normally expected in the position. The Safety Office will evaluate all work areas on a continuing basis and make appropriate recommendations to the Employer on the use of protective clothing and safety equipment. Articles shall be replaced when determined they are no longer acceptable for their intended purpose. Employees may request an inspection of articles which are suspected to be defective and supervisors shall treat such requests with urgency. The Union and Employer agree to assure that employees use the protective clothing and/or equipment of the type required, approved, and supplied for the safe performance of their work. Employees are responsible for the equipment and tools issued to them.

ARTICLE 23
ENVIRONMENTAL DIFFERENTIAL/HAZARD PAY

2301. Policy. It is the Employer's policy to eliminate or minimize hazards and working conditions of an unusually severe nature. When such situations cannot be overcome or practically eliminated, appropriate environmental or hazard differentials will be paid to employees exposed to such situations in accordance with 5 CFR 532 and 5 CFR 550.

2302. Process Review. The Employer has an on-going responsibility to monitor work processes of all employees with an aim toward eliminating or minimizing hazards. Concerns in this area brought to the attention of the Employer by the Union or any employee will be addressed.

2303. Restrictions. Environmental differential or hazard pay will not be paid to any employee under the following circumstances:

A. For work not officially assigned to the employee, that is an employee may not voluntarily undertake work for which a differential is payable without proper authorization either expressed or implied; or

B. For any day or time period on which an employee was not actually exposed to a work situation for which the differential is payable, e.g. during days of leave, holidays not worked, etc.

ARTICLE 24
CIVIC RESPONSIBILITIES

2401. Court Leave. In the event an employee serves on jury duty, the employee will be paid per applicable regulations. If an employee is called for jury service, (s)he shall promptly notify the Employer in order to arrange his/her absence from the Facility. The employee will present the Employer with a signed jury timecard or other satisfactory evidence of the time served on jury duty.

2402. Voting. Employees who would not otherwise be able to vote in federal, state, or local elections or referenda will be

excused from work for this purpose per applicable regulations, instructions.

2403. Political Activities. With regard to political activities, the Employer and employees will comply fully with the Hatch Act Reform Amendments.

ARTICLE 25 COMMITTEE ASSIGNMENTS

2501. Appointments. The Employer agrees to consider nominees submitted by the Union for appointment to any current board or committee not covered in this agreement, if its function directly affects the working conditions of unit employees, or to any such board/committees established in the future.

ARTICLE 26 PERFORMANCE AND PRODUCTIVITY

2601. Performance Appraisals. Performance appraisals will be conducted in accordance with DoD/DoN instructions. In the event the position description is found to be inaccurate, Management and the employee will endeavor to correct discrepancies within 60 calendar days.

2602. Employee Signatures. A unit employee's signature on the Performance Plan Appraisal signifies only that a discussion of the appraisal has taken place and does not constitute an employee's agreement with either the critical elements established, or the rating received.

2603. Copies. A copy of the Performance Plan Appraisal will be provided to the employee at the end of the appraisal period, and at the midterm if requested.

2604. Performance Improvement Plan. The Employer will issue a written performance warning notice to employees whose performance is unacceptable. The notice will advise of deficiencies and explain what action may result if performance does not improve. A reasonable amount of time and opportunity will be given to employees to improve their performance.

This provision does not apply to any action taken under Title 5, U.S.C. Part 752.

2605. Productivity Improvement Program. The parties are committed to continuous performance and productivity enhancement initiatives (e.g., Productivity Improvement Program, etc.). The Union will be invited to participate on process improvement teams which may impact practices or working conditions affecting bargaining unit members. Union officials will encourage employees of the unit to participate in SWFPAC-wide programs aimed at reducing costs and increasing productivity. Emphasis should be placed on specific programs that provide rewards for significant achievements through the Incentive Awards Program. The Employer will meet its obligations to the Union before implementing any such initiatives impacting the working conditions of unit employees.

ARTICLE 27 TRAVEL

2701. Travel. Travel for and at the direction of the Employer will be per regulations. The scheduling of the method, means, and time for travel by employees is a matter for determination by the Employer. However, in scheduling travel, the Employer agrees to consider, insofar as practical and consistent with operating efficiency and interests of the government, to schedule travel during an employee's basic work week and hours.

2702. Government Travel Charge Card. Unless exempted by the Travel and Transportation Reform Act of 1998 and other Federal Government travel statutes and regulations, unit employees are required to utilize their Government Travel Charge Cards (GTCC) to pay for reimbursable expenses (i.e., meals, lodging, incidental expenses, rental cars, etc.) arising from official non-local travel in accordance with applicable laws, regulations, and instructions, which presently require GTCC usage for those traveling more than once per year. An employee may request that a GTCC be cancelled if frequent travel is not expected.

2703. Traveler Information. Upon request of the traveler, the Employer will provide information about employee obligations, rights, travel reimbursement rules, and procedures.

ARTICLE 28
EQUAL EMPLOYMENT OPPORTUNITY

2801. Policy. It is the policy of the Employer to afford equal employment opportunity to all unit employees. Discrimination against any unit employee because of race, color, religion, sex, national origin, age, mental or physical disability, or genetic information is prohibited. The Employer and Union will work together to achieve a mutually beneficial work environment.

2802. Reprisal. The parties agree that neither Employer nor Union officials shall interfere with, restrain, coerce, intimidate, or take reprisal against any unit employee for appearing, testifying, or furnishing evidence in connection with an EEO complaint.

ARTICLE 29
VOLUNTARY ALLOTMENT OF UNION DUES

2901. Policy. The Employer will process a payroll allotment for union dues withholding for any unit employee who authorizes such withholding in accordance with the provisions set forth herein.

2902. Conditions. Union dues shall be withheld each pay period for unit employees when the following conditions have been met:

A. The employee is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of the first month's dues through payroll allotment as provided herein.

B. The employee's earnings are regularly sufficient to cover the allotment amount.

C. The employee has voluntarily authorized such a deduction on Standard Form 1187.

D. The Union through its authorized official has completed and signed Section A of such form on behalf of the Union.

E. Such completed form has been turned over to the Employer by the Union.

2903. Union Responsibilities. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of the dues, delivering completed forms to the Employer, educating its members on the programs for allotments for payment of dues, its voluntary nature, the uses and availability of the required form, and the procedure to be followed by an employee who desires to terminate the allotment.

2904. Effective Date. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, provided it is received no later than Monday preceding the beginning of the biweekly pay period to which the allotment deduction is to be applied.

2905. Amount. The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Employer unless a later date is specified by the Union, provided that the notification timing of Section 2904 above has been met. Such changes shall not be made more frequently than once each 12 month period.

2906. Termination. An employee's voluntary allotment for payment for union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

A. Loss of exclusive recognition by the Union.

B. Separation of the employee from the bargaining unit.

C. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing. Such notice shall be promptly forwarded by the Union to the Employer and must be received within the time frame established in Section 2904 above.

2907. Termination by the Employee. An allotment for the deduction of employee's union dues may also be terminated by the employee through submission to the Employer of a Standard Form 1188. A copy of the SF 1188 will be promptly forwarded by the Employer to the Union. A termination of allotment under this

Section shall be effective with the first full anniversary of the effective date when the employee's last dues deduction allotment began, provided the revocation is received by the Employer within the time frame established in Section 2904 above. Employees may obtain a Standard Form 1188 from SSP HRO LR/ER Section (SP145).

2908. Reports. Upon request, Management shall transmit to the Union Secretary-Treasurer promptly all of the following, subject to the provisions of the Privacy Act and release of Personally Identifiable Information (PII):

A. Lists in duplicate of employees on voluntary dues allotments, including social security numbers and the amount of the withholding for each employee, as well as the total number of allotment deductions and the total monetary amount withheld.

B. An Electronic Fund Transfer to the Union for the total amount withheld.

C. Such requests will be limited to four per calendar year and be forwarded to SSP HRO LR/ER Section Head (SP145). The Union understands the DFAS produces the requested report and the Employer will promptly provide the report upon receipt.

Article 30 Contracting Out

3001. Notification. The Employer shall notify the Union of any information and/or decision on contracting out of bargaining unit work, in accordance with Article 6 of this Agreement.

Article 31 Seniority

3101. Definition. When seniority comes into question, seniority will be determined by an employee's Service Computation Date (SCD) for leave.

ARTICLE 32
DURATION AND CHANGES

3201. Duration. This agreement shall remain in full force and effect for four (4) years from the date of its approval by the Department of Defense. It shall terminate; however, at any time it is determined that the Union is no longer entitled to exclusive recognition under the statute. At the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 105 days, nor less than 60 days prior to the expiration of this agreement. Subject to Agency Head Review, the parties agree that the contract will be automatically extended for one (1) year after contract expiration or until a new contract is signed and put in place.

3202. Agreements under this Article. Any agreement reached under the provisions of this Article shall be deemed to be supplemental to this Agreement and subject to approval by the Agency. All supplemental agreements from previous CBAs that are not incorporated into the new agreement shall be considered as expired and no longer in effect.

3203. Changes. This agreement, except for the duration period specified in Section 3101, is subject to opening only as follows:

A. It shall be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least 6 months. Requests for such amendments by either party must be written and include a summary of the amendment(s) proposed. The parties shall meet within ten (10) working days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on such matters, they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed in writing by the parties.

B. If a future statute, Executive Order, government-wide regulation, or judicial decision requires the parties to change the Agreement, it may be opened for amendment upon written request of either party made within 30 calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or Department of Navy, which if implemented, would alter one or more provisions of this agreement. Requests for such amendments must include a summary of the amendments proposed and make reference to the

appropriate order, regulation, or instruction upon which each such amendment requested is based. The parties shall meet within ten (10) working days after receipt of such request to open negotiations on such matters. No changes will be considered except those bearing directly on and falling within the scope of the order, regulation, or instruction. Such amendments will be duly executed in writing by the parties.

3204. Amendments. Amendments to this agreement may only be made by the written mutual agreement of the parties. The non-enforcement of any provision of this agreement by either party shall not constitute precedent in the future enforcement of all the terms and conditions herein.

APPENDIX I
OFFICIAL TIME USAGE
GUIDANCE FOR REPORTING UNION OFFICIAL TIME

The four reporting categories are: term negotiations, mid-term negotiations, dispute resolution, and general labor-relations activities. More detailed descriptions of the reporting categories are provided in Definitions & Terminology below.

Definitions and Terminology - Official Time means all time regardless of agency nomenclature granted to an employee by the agency to perform representational functions under 5 U.S.C Chapter 71 or by collective bargaining agreement when the employee would otherwise be in a duty status. Representational Functions refers to activities undertaken by employees acting on behalf of the union or fulfilling the union's responsibility to represent bargaining unit employees in accordance with 5 U.S.C. Chapter 71 or a collective bargaining agreement. Official Time Reporting Categories - the Employer is being asked to report four categories of official time use.

1. Term Negotiations (code BA) - this category for reporting official time hours refers to time used by union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.

2. Mid-Term Negotiations (code BB) - this category for reporting official time hours refers to time used to bargain over issues raised during the life of a term agreement.

3. Dispute Resolution (code BK) - this category for reporting official time hours refers to time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC and, as necessary, to federal courts.

4. General Labor-Management Relations (code BD)- this category for reporting official time hours refers to time used for activities not included in the above three categories. Examples of such activities include: meetings between labor and management officials to discuss general conditions of employment, labor management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.