

NEGOTIATED AGREEMENT
BETWEEN

U.S. NAVAL JOINT REGION MARIANAS
U.S. NAVAL SUPPORT ACTIVITY GUAM

U.S. NAVAL SUPPORT ACTIVITY ANDERSEN AIR FORCE BASE

U.S. NAVAL FACILITIES ENGINEERING COMMAND MARIANAS (GUAM)
U.S. NAVAL COMPUTER AND TELECOMMUNICATIONS STATION, GUAM
THIRD NAVAL CONSTRUCTION BRIGADE DETACHMENT, CAMP COVINGTON,
GUAM

OFFICER IN CHARGE OF CONSTRUCTIONS, MARIANAS
U.S. SPACE AND NAVAL WARFARE SYSTEMS FACILITY PACIFIC, GUAM
DOCUMENT AUTOMATION & PRODUCTION SERVICE, GUAM
AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1689, INC.,
AFL-CIO

GUAM, MARIANAS ISLANDS

EFFECTIVE 04 MAY 2004 TO 04 MAY 2006

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PREAMBLE

WHEREAS, the Congress finds 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 organization of their own choosing in decisions which effect them:

- a. safeguards the public interest,
- b. contributes to the effective conduct of public business, and
- c. facilitates and encourages the amicable settlement of disputes between EMPLOYEES and their EMPLOYERS involving conditions of employment;

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

3. the provisions of this AGREEMENT should be interpreted in a manner consistent with the requirements of an effective and efficient Government.

4. where there are references in this AGREEMENT to specific management officials and/or employees being assigned to perform specific tasks, those references are directional in nature to facilitate clarity of the various provisions and that management retains the sole discretion to assign work.

THEREFORE, this AGREEMENT is negotiated by and between the American Federation of Government Employees, Local 1689, Inc., AFL-CIO, hereinafter referred to as the "UNION" and the U.S. NAVY PUBLIC WORKS CENTER, GUAM; U.S. NAVAL HOSPITAL, GUAM; U.S. NAVAL FORCES MARIANAS SUPPORT ACTIVITY, GUAM; U.S. NAVAL COMPUTER AND TELECOMMUNICATIONS STATION, GUAM; THIRD NAVAL CONSTRUCTION BRIGADE, DETACHMENT, CAMP COVINGTON, GUAM; OFFICER IN CHARGE OF CONSTRUCTION, MARIANAS; U.S. SPACE AND NAVAL WARFARE SYSTEMS FACILITY PACIFIC, GUAM; DOCUMENT AUTOMATION & PRODUCTION SERVICE, GUAM (Formerly Defense Automated Printing Service, Guam) hereinafter referred to as the "EMPLOYER".

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

SECTION 1: The EMPLOYER recognizes the UNION as the exclusive representative of all EMPLOYEES in the Unit as defined in Section 2 of this Article. Such recognition shall continue as long as the UNION is the representative of the EMPLOYEES under the criteria set forth by the Federal Labor Relations Authority (FLRA). The UNION recognizes its responsibility to represent the interests of all Unit EMPLOYEES without discrimination. (but the UNION will represent non-Union members statutory appeals only as its own option.)

SECTION 2. (SEE VARIATIONS TO MASTER AGREEMENT)

ARTICLE 2

DUTY TO BARGAIN AND SCOPE

SECTION 1: The Parties to this AGREEMENT have a duty to bargain collectively on the conditions of employment affecting EMPLOYEES in the Unit. This mutual obligation to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for be Federal statute.

SECTION 2: Bargaining is subject to Federal law, to Government-wide rules and regulations, and to agency (Department of Defense and Department of the Navy) rules and regulations except when the FLRA has determined that no compelling need exists for an agency rule or regulated.

SECTION 3: Mutual Rights and Obligations

- a. The Parties agree that they have the mutual obligation to each other to conduct labor management relations in a manner which is fair and equitable. A primary goal of the Parties is the creation and maintenance of constructive, positive relationships.
- b. It is recognized that this AGREEMENT is a living document and the fact that certain matters are reduced to writing does not alleviate the responsibility of either Party to meet with the other to discuss matters not covered by the AGREEMENT including past practices acknowledged by the EMPLOYER, when such matters are appropriate for discussion. It is further agreed that the EMPLOYER has the authority to make reasonable and necessary rules and regulations relating to personnel policies, practices, and working conditions.

SECTION 4a: The Parties are committed to pursuing changes and solutions that promote increased quality and productivity, customer service, mission achievement, efficiency, quality of life, employee empowerment, organizational performance and readiness, while considering the legitimate interests of both labor and management.

ARTICLE 3

UNION RIGHTS

SECTION 1: The UNION is the exclusive representative of the EMPLOYEES in the Unit and is entitled to act for, and negotiate a collective bargaining AGREEMENT covering all EMPLOYEES in the Unit.

SECTION 2: The UNION shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representative of the Activity and one or more EMPLOYEES in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general conditions of employment; or
- b. During an investigator's interview conducted by a representative of the agency in accordance with the provisions of Article 4, Section 5, Employee Rights.

SECTION 3: The UNION's right to be present does not extend to (a) formal discussions between an EMPLOYEE and a supervisor; (b) discussions between management and EMPLOYEES regarding matters included in Article 5, Management Rights; and (c) appraisals/ratings, personal matters, or counseling by a supervisor concerning EMPLOYEE's work, conduct, etc., unless provided in this AGREEMENT.

SECTION 4.

- a. It is agreed that the establishment of Management initiated new or revised Activity

directives or practices relating to conditions of employment affecting EMPLOYEES in the Unit and for which there is an obligation to consult and bargain shall be accomplished by presenting a draft of the proposed directive or change of work practice to the UNION and permitting a sufficient period of time (not more than ten (10) working days from receipt) for study and submission of comments. The UNION agrees that, should it fail to submit comments within the prescribed time, the EMPLOYER may then proceed to implement the proposal without the obligation to negotiate. Either the UNION or the EMPLOYER may request a meeting to discuss and attempt to resolve any difference of viewpoint. Such a meeting shall be held within five (5) working days after any request to meet. If the differences are not resolved, any request to negotiate must be made to other Party no later than five (5) working days after the meeting. If no such request is made, the EMPLOYER may then proceed to implement the proposal. Should negotiations take place, normal conduct of negotiations shall govern, including third party proceeding. All notifications under this Section 4a shall be addressed to the President, Local 1689, Inc. The foregoing does not preclude the EMPLOYER for implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by 5 U.S.C. 7101 (b). The UNION will be promptly notified of any such actions and the reasons therefore, and the UNION may submit such matter as a grievance under Article 30, Grievance Procedure.

b. At the Department Head level, changes in conditions of employment within the Department for which there is an obligations to consult and negotiate, whether or not as the result of written policy or procedures, shall be made known to the Chief Steward or his designee. The procedures and time limits concerning the obligations to bargain are as set forth in Section 4a above. Upon concurrence of the Chief Steward or his designee or if no objections are raised by the Chief Steward or his designee within five (5) working days, the change may be implemented and there is no further obligations to consult and negotiate.

c. The time limits in Section 4a and 4b above may be extended by mutual consent of the Parties.

SECTION 5: The UNION will be afforded the opportunity to make a ten minute presentation during each Human Resources Office (HRO) orientation session for new EMPLOYEES. The EMPLOYER, through HRO, will provide the UNION with notice of the date, time, and place at official time, if in a duty status. HRO will be informed in advance of the orientation of the name of the UNION official who will make the presentation. The UNION may leave its literature in a location where the EMPLOYEES leaving the orientation will have access to the materials. Advance copies of such materials will be provided HRO. HRO will provide to each EMPLOYEE during the session the current list of Steward for his/her activity. During the Session, the UNION official is prohibited from extolling the virtues of any of its insurance programs except that of its availability.

SECTION 6: Prior to communicating directly in writing with EMPLOYEES through surveys or questionnaires regarding conditions of employment, notice will be given to the UNION, as appropriate.

SECTION 7: The Employer or its management representative (HRO), upon written request of the UNION, will furnish the UNION with a listing of the name, position title, grade and work location of all bargaining unit EMPLOYEES. A monthly listing of newly hired EMPLOYEES shall be furnished to the UNION.

ARTICLE 4

EMPLOYEE'S RIGHTS

SECTION 1: Each EMPLOYEE shall have the right to form, join, or assist any labor organizations, or to refrain from any such activity freely and without fear of penalty or reprisal, and each EMPLOYEE shall be protected in the exercise of such right. Except as provided by law, such right includes the right:

- a. to act for a labor organization in the capacity of a representative and, in that capacity, to present the views of the labor organization to heads of agencies, and other officials of the executive branch of the Government, the Congress, or other appropriate authorities;
- b. to engage in collective bargaining with respect to conditions of employment through representation; and
- c. to individually or collectively petition Congress or a member of Congress

SECTION 2: It is further agreed that the rights described in Section 1 do not extend to participation in the management of a labor organization or acting as a representative of any such organization where such participation or activity would result in a conflict or apparent conflict of interest, or otherwise be incompatible with law or with the official duties of an EMPLOYEE.

SECTION 3: The EMPLOYER agrees to take action to assure that:

- a. EMPLOYEES are apprised of their rights under this Article
- b. There is no interference with, restraint, or coercion in the exercise by the EMPLOYEE of any right under this AGREEMENT; and
- c. there is no discrimination in connection with hiring, tenure, promotion, or other conditions of employment which would encourage or discourage membership in any labor organization.

SECTION 4: An EMPLOYEE has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the EMPLOYER. An EMPLOYEE also has the right to exercise grievance or appellate rights established by law, regulation, or this AGREEMENT. Except when presenting a grievance under the negotiated grievance procedure, any EMPLOYEE has the right to choose one's own representative in response to a proposed suspension of fourteen (14) days or less or to proposed adverse action. When using the negotiated grievance procedure, any EMPLOYEE has the right to represent one's self up to Step 3, without the right to invoke arbitration.

SECTION 5: The UNION shall be given the opportunity to be represented at any 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 against the EMPLOYEE, and (2) the EMPLOYEE requests representation.

SECTION 6: The EMPLOYER agrees to inform EMPLOYEES of their rights outlined in Section 5 above at least annually, which shall include posting on official bulletin boards.

SECTION 7: Nothing in the AGREEMENT shall require an EMPLOYEE to become or to remain a member of the UNION, or to pay money to the UNION except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 1. Nothing in this AGREEMENT shall affect the EMPLOYER's authority:

- a. to determine the mission, budget, organization, number of EMPLOYEES, and internal security practices of the Activity
- b. to hire, assign, direct, lay-off and retain Unit EMPLOYEES or to suspend, remove, reduce in grade or pay, or take other disciplinary action against Unit EMPLOYEES.
- c. to assign work, to make determination with respect to contracting out and to determine the personnel by which Activity operation shall be conducted.
- d. to make selections for appointments and promotions from:
 - among properly ranked and certified candidates for promotion; or
 - (1) among properly ranked and certified candidates for promotion; or
 - (2) any other appropriate source; and
- e. to take whatever actions may be necessary to carry out the Activity mission during emergencies.

Section 2: Nothing in this AGREEMENT will preclude the EMPLOYER and the UNION from negotiating, at the election of the EMPLOYER, on the numbers, types, and grades of EMPLOYEES or positions assigned to any organizational subdivision, work projects, or tour of duty, or on the technology, methods, and means of performing work.

Section 3: The EMPLOYER and the UNION may negotiate

- a. procedures which the EMPLOYER will observe in exercising any authority under this Article, and
- b. appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under Sections 1 or 2 of this Article by the EMPLOYER.

ARTICLE 6

UNION REPRESENTATION

SECTION 1: The EMPLOYER agrees to recognize the officers and duty designated representatives of the UNION. The UNION shall supply the EMPLOYER in writing, and maintain with the EMPLOYER on a current basis, a complete list of all authorized Stewards, together with the designation of the work area each is authorized to represent, and the names and titles of its officers and representatives, with a copy to be furnished to HRO.

SECTION 2. UNION assumes responsibility for designating the following number of Stewards, including a Chief Steward, to provide efficient and effective EMPLOYEE representation for the following specific work areas.

Work Area

Number of Stewards

(SEE VARIATIONS TO MASTER AGREEMENT)

SECTION 3: It is understood that Stewards will be employed in the location they are designated to represent and will represent only those EMPLOYEES assigned to the location as set forth in Section 2 above. However, if the appropriate Steward is absent when the need for a Steward arises, the Chief Steward will serve as the representative. If the Chief Steward is absent or unable to act as representative due to workload considerations and the meeting/event necessitating representation cannot be postponed, the alternate Chief Steward (who shall have been previously identified in writing by the Chief Steward to the activity) shall act in his stead.

SECTION 4: The Chief Steward and Stewards will be entitled to a reasonable amount of official time, subject to workload requirements, to perform the representational duties listed below, as appropriate:

- a. Discuss and investigate specifically identified complaints of EMPLOYEES with respects to matters covered by this Agreement;
- b. Prepare and present grievance under the negotiated grievance procedures;
- c. Prepare and present a reply to proposed disciplinary or adverse action;
- d. Respond to a grievance against the UNION initiated by the EMPLOYER;
- e. Attend formal discussions and those examinations of an EMPLOYEE by a management representative as described for in Article 4, Section 5;
- f. Attend meetings arranged by the EMPLOYER;
- g. Prepare and present a grievance at an arbitration hearing;
- h. Perform those functions stated elsewhere in this AGREEMENT for which official time has been expressly provided.

SECTION 5: Time off from work shall not be used for matters in connection with the internal operation of the UNION; the collection of dues, assessments or other funds; the solicitation of membership; the solicitation of grievances or complaints.

SECTION 6: When an EMPLOYEE wants to see his/her Steward during working hours that EMPLOYEE shall notify his/her immediate supervisor that he/she wished to see the Steward and the supervisor shall notify the Steward's supervisor and request that the Steward be made available. When, in the performance of his/her Steward duties, it is necessary for the Steward to leave his/her work side during working hours, that Steward will advise his/her supervisor of the nature of the business and request permission to depart the work site. The Steward will report to the immediate supervisor of the EMPLOYEE involved upon entering the work site, and report back to his/her own supervisor at the conclusion of his/her business. Supervisory permission in both instances will be granted promptly, workload and manpower requirements permitting. If circumstances prevent permission at that time, the Steward or EMPLOYEE will be informed when such permission shall be granted. Contacts between EMPLOYEES and UNION representatives will normally take place in the immediate vicinity of the EMPLOYEES' assigned work area.

SECTION 7: The EMPLOYER agrees that up to eight (8) hours of official time in any twelve (12) month period may be granted to each Designated Representative of the UNION who is an EMPLOYEE in the Unit (not to exceed a total of (SEE VARIATIONS TO MASTER AGREEMENT) hours in aggregate for all representative to attend training

approved in advance C., and of mutual benefit to the Activity and the UNION. The Commanding Official may at his/her discretion allow EMPLOYEES additional official time for purposes of attending such training when such additional time can be justified.

SECTION 8: The EMPLOYER and the UNION shall encourage their respective representatives to seek mutually acceptable solutions of problems at the lowest level of supervision.

SECTION 9: Staff representatives and officers of Local 1689, Inc., who are not EMPLOYEES in the Unit, will obtain authorization in advance from the EMPLOYER To visit the Activity to carry out UNION business s permitted by applicable regulations and this AGREEMENT. Such visits shall be governed by applicable security regulations and the EMPLOYER reserves the right to require that any such visitor be escorted by a representative of the EMPLOYER during his/her stay within the Activity.

ARTICLE 7 EMPLOYER-UNION COMMUNICATION

SECTION 1: It is agreed that day-to-day relations, or other matters that may arise concerning the administration or interpretations of this AGREEMENT between the EMPLOYER and the UNION, shall be dealt with through the following communication channel: for the UNION, the President or his/her authorized representative; for the EMPLOYER, Commanding Officer or his/her designated representative. This provision shall not preclude any management official and any UNION representative from meeting on matters of concern to them.

SECTION 2: The UNION may designate a UNION Conference Committee of two (2) members from the Unit which will meet with the Commanding Officer and/or other designated management officials. Such meetings will be held at site mutually agreed to and scheduled at the request of either Party with the concurrence of the other as to the date and time. The purpose of these meetings will be to discuss appropriate matters of current concern as set forth in an agenda which is to be submitted by the requesting Party a minimum of ten (10) working days prior to the meeting. No issues appropriate to the grievance procedure as defined in Article 30 or which require discussion, as referred to in Article 2. "Duty to Bargain and Scope" will be discussed at UNION Conference Committee meetings. Only matters of general interest will be suitable material for these meetings. The purpose of these meetings will be to facilitate general communication through the sharing of information.

SECTION 3: UNION members of the UNION Conference Committee will be considered to be in a pay status when committee meetings are held during the normal workdays of the EMPLOYEE involved. Management agrees to notify the immediate supervisor of the UNION Conference Committee member as to time and place of scheduled meetings.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: It is agreed that equal employment opportunity shall be afforded all EMPLOYEES on the basis of merit. Therefore, there shall be no discrimination against any EMPLOYEE on account of race, color, religion, sex, national origin, age, reprisal for prior EEO involvement, or non-disqualifying handicapping condition.

SECTION 2: Any EMPLOYEE is the Unit alleging discrimination on any basis as cited in Section 1 above may elect to process the matter under the applicable statutory procedure or the negotiated grievance procedure, but not both. Selection of the negotiated grievance procedure does not prejudice an EMPLOYEE's rights to request either the Merit Systems Protection Board, or, where applicable, the Equal Employment Opportunity Commission to review the final decision in a discrimination case.

SECTION 3: Processing a grievance of discrimination under the negotiated grievance procedure is covered in Article 30, Section 11, Grievance Procedure.

SECTION 4: A current list of counselors will be posted in conspicuous locations at the activity and will show their activity designations, telephone numbers and other pertinent information. An EMPLOYEE may select a counselor from the list to process his/her complaint, subject to the approval of the EMPLOYER.

SECTION 5: If a Human Relations/Equal Employment Opportunity Committee is established and the purpose and scope of the Committee is such that UNION participation is permitted by law, the EMPLOYER agrees to allow one UNION representative to participate as a member. The UNION will submit three nominees to the Commanding Officer who will select one from the list of three.

ARTICLE 9

HOURS OF WORK

SECTION 1: The administrative workweek begins on Sunday at 0001 hours and ends the following Saturday at 2400 hours. The basic workweek will consist of forty (40) hours, scheduled eight (8) hours per day within a nine (9) period, unless work requirements dictate otherwise, and shall conform with current regulations. When necessitated by mission requirements, EMPLOYEES may be assigned a different administrative or basic workweek on permanent basis.

SECTION 2: The EMPLOYER will make reasonable efforts to assign EMPLOYEES to the basic workweek to the maximum extent possible by workload commitments, facilities, and space..

SECTION 3: It is agreed and understood by the Parties that shift determination and assignment of EMPLOYEES is vested in the EMPLOYER.

SECTION 4: Tours of duty will be so arranged to allow two (2) consecutive days off when possible unless rendered impractical by shift rotation or workload factors that the head of agency determined will seriously handicap the agency from carrying out its mission or that costs would be substantially increased.

SECTION 5: If there is to be a change in the days or hours in an EMPLOYEE's basic workweek, the EMPLOYER shall inform the affected EMPLOYEE when such determination is made and the change shall be recorded on the EMPLOYEE's time card or other agency document for recording work. If the EMPLOYER decides to change the shift of an entire organizational segment on a permanent basis, the UNION shall be notified and may request to negotiate to the extent permitted by law.

SECTION 6: Any work properly authorized and performed in excess of eight (8) hours during a workday will be compensated according to applicable pay regulations.

SECTION 7: If an EMPLOYEE involved in any critical operation such as fueling and defueling is requested to work through his regular lunch period, the appropriate supervisor may reschedule the EMPLOYEE's lunch period, job requirements permitting. Whenever possible, the alternate lunch period should be rescheduled within the period of one (1) hour earlier or one (1) hour later than normal lunch period.

SECTION 8: EMPLOYEES will not be permitted to perform production work nor accept shift turnover or specific instructions that are in connection with their work prior to the start of their shift without proper compensation. However, each EMPLOYEE is required to be at the jobsite or designated reporting area and ready to work at the commencement of the shift.

SECTION 9: EMPLOYEES will be allowed time prior to lunch breaks and at the end of the shift to secure government property, equipment or tools in their possession.

ARTICLE 10

OVERTIME

Section 1: Overtime compensation for all EMPLOYEES shall be computed in accordance with applicable regulations. The assignment of overtime work is a function of management, and management officials are required keep overtime work to a minimum consistent with the accomplishments of the EMPLOYER's mission. Therefore, supervisors are expected to assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable. EMPLOYEES shall be notified of planned overtime when that determination is made.

SECTION 2: When overtime work is required the EMPLOYER shall assign such work based on the skill and ability of available EMPLOYEES, attendance records, job performance, and health/fatigue factors. After such considerations, overtime work will be assigned in a manner considered by the EMPLOYER to be fair and equitable by a means to be established by the EMPLOYER and made known to EMPLOYEES and the UNION. The EMPLOYER agrees that overtime work will not be assigned as a reward or penalty.

SECTION 3: When it becomes necessary to work overtime, the EMPLOYER may assign the overtime work to the individual who had been performing the work on the regular shift. However, should another person be assigned the overtime work, the EMPLOYEE initially tasked to do the job shall not be held responsible for any discrepancies resulting from work performed during the overtime work period. An EMPLOYEE may be released from working overtime provided another equally qualified EMPLOYEE is available who is willing to work overtime and is approved by the supervisor. The official who makes the determination for overtime work shall notify the EMPLOYEES involved at that time.

SECTION 4: EMPLOYEES shall receive at least two (2) hours pay at the applicable overtime rate if they are called in to work at a time outside of and unconnected with regular hours of work on an unscheduled overtime basis and cannot be utilized for two (2) hours. The two (2) hours pay provision addressed above will be applicable if the EMPLOYEE is informed of overtime requirements after departing the Government premises or after arrival at place of residence, and EMPLOYEE's regularly scheduled hours of work. When it is determined that a callback is necessary, the notifying supervisor shall use his discretion to summon whichever EMPLOYEE he chooses, cognizant of any hardship EMPLOYEE may entail by his selection and the frequency of his choice.

SECTION 5: The EMPLOYER agrees to make overtime records of Unit EMPLOYEES available to an EMPLOYEE or his/her representative when requested to resolve an EMPLOYEE's complaint. Information given in such records will be in accordance with the Privacy Act.

SECTION 6: Standby duty is defined as those situations where an EMPLOYEE is confined to the EMPLOYER's premises so that the EMPLOYEE cannot use the time effectively for his or her own purposes. An EMPLOYEE whose movements are not restricted is not in a duty status for pay purposes.

SECTION 7: EMPLOYEES subjected to delays or periods of detention on the EMPLOYER's premises may be entitled to compensation under Title 5 and/or the Fair Labor Standards Act. Such entitlement, however, must be determined by appropriate authorities.

ARTICLE 11

HOLIDAY

SECTION 1: EMPLOYEES shall be entitled to holiday benefits, consistent with applicable regulations in connection with all Federal holidays now prescribed by law and any that may be later added by law. The current legal holidays are:

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4+ O ctvkp'Nwj gt'Mkpi 'F c{.'vj ktf'O qpf c{ 'kp'Lcpwct{

5+ Rt gukf gpv'u'F c{.'vj ktf'O qpf c{ 'kp'Hgdtwct{

6+ O go qtkcn'F c{.'ruv'O qpf c{ 'kp'O c{

7+ Kpf gr gpf gpeg'F c{.'Lwn'6

8+ Ncdqt'F c{.'ktuv'O qpf c{ 'kp'Ugr vgo dgt

9+ Eqnwo dwu'F c{.'ugeqpf'O qpf c{ 'kp'Qevqdg

: + Xgvtcpu'F c{.'Pqxgo dgt"33

; + Vj cpmi kxkpi 'F c{.'hwtvj 'Vj wtuf c{ 'kp'Pqxgo dgt

32+

Holidays designated by Executive Order shall be observed in accordance with applicable regulations. Notification of designated holidays will be given to new EMPLOYEES during new EMPLOYEE orientation.

Section 2: When the EMPLOYER decides that any EMPLOYEE will be required to work on a holiday, the affected EMPLOYEE shall be notified. Should any EMPLOYEE so notified fail to report for work on the holiday or any portion thereof, the normal procedure for reporting absences in unforeseen circumstances must be followed. If the absence is excused, the EMPLOYEE shall be paid and/or charged leave in accordance with applicable regulations.

Section 3: The EMPLOYER will make existing records of holiday work of EMPLOYEES in the Unit available to the UNION, upon its request when necessary to settle complaints concerning assignments of holiday work. Information contained in such records will be provided in accordance with the Privacy Act.

ARTICLE 12

SICK LEAVE

SECTION 1: Employees shall earn sick leave in accordance with applicable laws and regulations. The UNION joins the EMPLOYER in recognizing the insurance value of sick leave and agrees to encourage EMPLOYEES to conserve such leave so that it will be available to them in case of extended illness in the future.

Section 2: Sick leave, if applicable, will be granted to EMPLOYEES when they are incapacitated from the performance of their duties by illness or injury or in other circumstance as set forth by applicable regulations. An EMPLOYEE who becomes ill at home and is unable to report for work shall notify hi/her supervisor on the first day of that absence. This notification shall be given the time limits specified in Article 13. Section 6. This requirements may be waived when extenuating circumstances occur. EMPLOYEES sent home from work because of illness shall be subject to the foregoing reporting requirements on the following workday if still incapacitated. When notify his/her shop or office on the first day of the second week and to each week thereafter until his/her return to duty.

Section 3: Sick leave shall also be granted to eligible employees for family care or bereavement purposes, as provided for by Title 5 of the Code of Federal Regulations, section 630.401.

Section 4: Normally, application for sick leave for medical, dental, and optical examination or treatment will be submitted for approval as far in advance as possible and shall specify the date and time of the appointment and the name and address of the doctor or other licensed practitioner involved.

Section 5: When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In cases where it is decided to impose this requirements, the EMPLOYER will notify the EMPLOYEE in writing that all future requests for sick leave must be supported by a Medical Certificate as defined in Section 7. This written notification will also fully explain why the EMPLOYEE is suspected of abusing sick leave.

Section 6: Official written notice of abuse sick shall not be issued on the basis of absences on sick leave which have been adequately supported in accordance with the provisions of Section 7 below. **Section 7:** For the purpose of this AGREEMENT, a Medical Certificate is defined as follows: A Medical Certificate is written statement signed by a registered practicing physician or other licensed practitioner certifying to the specific incapacitation, examination, or treatment, and to the period of disability while the EMPLOYEE was receiving professional treatment. Medical Certification of release to return to work is a signed written statement that states the EMPLOYEE is capable of returning to normal duties or specifying the limiting conditions and the expected duration of the EMPLOYEE's limiting conditions.

The Parties agree to the following procedures for Medical Certification on sick leave and return to duty:

- a. EMPLOYEES who have been sick up to three (3) consecutive workdays will be allowed to return to work upon presentation of an SF-71 with a written

explanation of the nature of the illness. The presentation of Application for Leave (SF-71 with written statement) and the EMPLOYEE's report for duty will be presumed as indication that the EMPLOYEE is ready, willing, and able to work unless the EMPLOYEE informs the EMPLOYER differently. The three(3) consecutive workday rule includes those situations where the EMPLOYEE's absence on sick leave extends from one (1) workweek to another.

- b. EMPLOYEES who have been sick for over three (3) consecutive workdays will be allowed to return to work upon presentation of a Medical Certification defined in this Article. A signed statement from the EMPLOYEE indicating the nature of the illness may be accepted instead of Medical Certification when the services of a physician were not required and the nature of the sickness and the circumstances surrounding the EMPLOYEE's absences are explained to the satisfaction of the supervisor. If an EMPLOYEE does not have an acceptable certificate or statement, he/she will be given the option of securing a certificate from a private certified medical doctor at his/her own expense or submitting to an examination conducted by the EMPLOYER to determine his/her fitness to return to duty.

- (1) If the EMPLOYEE is found qualified in an EMPLOYER conducted examination to resume regular duties, the EMPLOYEE will immediately report back to his or her supervisor. The EMPLOYEE's report to his or her supervisor, but the total work hours for that day will not exceed normal work hours.
- (2) If the EMPLOYEE is found not qualified in an EMPLOYER conducted examination to resume regular duties, the EMPLOYEE will be advised to request additional leave. The EMPLOYEE's time at the activity and at the medical facility will be charged to sick leave. If the EMPLOYEE refuses the advice of competent medical authority and insists that he/she is ready, willing, and able to return to duty, the EMPLOYEE will report immediately to his/her supervisor and present the supervisor with Dispensary Permit signed by the medical authority.

(c) reporting back to duty after being sick, there may be instances where an EMPLOYEE's condition is contrary to medical evidence or his/her statements of being ready, willing, and able to work. When there is evidence that the EMPLOYEE is not able to work, the EMPLOYER may place the EMPLOYEE on sick leave without his/her consent.

Section 8: EMPLOYEES released from duty because of illness shall not be required to furnish a Medical Certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of this Article and applicable regulations.

Section 9: In cases of serious disability or illness, unearned sick leave may be advanced to an EMPLOYEE upon his/her request in an amount not to exceed thirty (30) days. The approved use of sick leave shall be subject to the availability of sick

leave; otherwise, the EMPLOYEE may request annual leave, if available; or, if the EMPLOYEE has neither sick nor annual leave to his/her credit, he/she may request leave without pay (LWOP)

Section 10: In all cases where sick leave is requested, a Standard Form 71 will be completed and signed by the EMPLOYEE and his/her supervisor. When an EMPLOYEE submits a SF-71 (Applications for Leave) to his/her immediate supervisor, the supervisor will take action to approve or disapprove as soon as possible, normally not later than one (1) working day thereafter. If approved, the supervisor will check the "Approved" block sign, and date. If disapproved, he/she must state the reason in the space provided, sign and date it, and return the SF-71 to the EMPLOYEE.

Section 11: Food Service EMPLOYEES who have been ill for any period of time or who have not performed food service work for any reasons for thirty (30) calendar days or more must provide a certified medical doctor's certificate acceptable to the EMPLOYER upon their return to work. If any EMPLOYEE does not have an acceptable certificate, he/she will be given the option of securing one from a private certified medical doctor at his/her own expense or submitting to an examination conducted by the EMPLOYER to determine his/her fitness to return to duty.

ARTICLE 13

ANNUAL AND HOME LEAVE

Section 1: The EMPLOYER agrees that EMPLOYEES' requests for annual and home leave shall normally be granted subject to workload and manpower requirements. It is understood that the EMPLOYER may cancel or reschedule such leave if necessary. In this event, the EMPLOYEE will be given as much advance notice as possible, and the reasons for the change will be explained. EMPLOYEES desiring "extended leave" such as annual leave in excess of fifteen (15) days or home leave shall submit their request to the EMPLOYER not later than the 15th of January of the current leave year. The EMPLOYER agrees to establish a tentative leave schedule for such EMPLOYEES not later than the 15TH of February and notify each requestor of the tentative leave schedule. This procedure will insure that EMPLOYEES are given the opportunity for a reasonable vacation period and help prevent any unintended loss of annual leave at the end of the leave year. When two (2) or more EMPLOYEES request leave at the same time, and if the EMPLOYER determines that it is impractical to schedule both EMPLOYEES as requested, the EMPLOYER will attempt to resolve the scheduling problem with the EMPLOYEES concerned. In the event rescheduling of leave cannot be worked out to the satisfaction of an EMPLOYEE or EMPLOYEES, the EMPLOYER will determine what schedule to establish and so advise the EMPLOYEE(s) affected. Once established, an EMPLOYEE may request and be granted a change in scheduled leave if the EMPLOYER determines that the work situation and manpower requirements permit the change. Leave

tentatively scheduled under this Section must be officially requested by the EMPLOYEE and approved by the EMPLOYER prior to its use.

Section 2: Every reasonable attempt consistent with the workload and manpower requirements will be made to satisfy the desires of the EMPLOYEES with respect to the approving of "extended leave."

Section 3: The UNION recognizes that the nature of the EMPLOYER's mission is such that workload and manpower needs are subject to fluctuation, and that the EMPLOYER will therefore find it necessary at times to curtail the use of leave and at other times to require it. In the latter case, the EMPLOYER agrees first to consider volunteers. The EMPLOYER will notify the UNION when requiring the use of leave involving (SEE VARIATIONS TO MASTER AGREEMENT) or more of the EMPLOYEES in the unit.

Section 4: If for any reason the EMPLOYER schedules or effects a shutdown of activities, the EMPLOYER will consider providing work for EMPLOYEES not having annual leave to their credit. If work cannot be provided for such EMPLOYEES, annual leave may be advanced upon request to the extent permitted by regulations.

Section 5: In all cases where leave is requested a Standard Form 71 (SF-71) will be completed and signed by the EMPLOYEE and the supervisor. This does not apply to the tentative leave schedule set forth in Section 1. If the supervisor approves, that supervisor will check the "Approved" block, sign and date the SF-71. If the supervisor disapproves the request that supervisor must state the reason in the space provided, sign and date the SF-71 and promptly return it to the EMPLOYEE. If the EMPLOYEE submits his leave request in duplicate, a copy of the request will be returned to the EMPLOYEE after the supervisor has acted on the request.

Section 6: An EMPLOYEE who is unable to report for duty due to emergency and unforeseen circumstances is responsible for notifying appropriate officials as soon as possible. EMPLOYEES assigned to shifts (day, swing, and graveyard) must notify their supervisors or, if they are not available, the off-going supervisor in that shop/facility as far in advance of the scheduled shift as is possible, but not later than 15 minutes prior to the start. All other EMPLOYEES must give such notification as soon as possible but no later than one (1) hour after the beginning of the workday.

ARTICLE 14

EXTENDED LEAVES OF ABSENCE

Section 1: EMPLOYEES may be granted leaves of absence without pay in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed a period of one (1) year for each application.

Section 2: The EMPLOYER agrees to grant annual leave and/or leave without pay when an EMPLOYEE in the Unit has been elected to a UNION office or is a delegate to any

Union activity requiring leave of absence consistent with regulations and workload requirements.

Section 3: An EMPLOYEE absent on extended leave shall normally be carried on the rolls during his/her absence in the position held at the time his/her leave commenced. Both Parties recognize that an EMPLOYEE on leave of absence during a reduction-in-force situation shall be affected in the same manner as if he/she were in a duty status.

Section 4: EMPLOYEES who are absent on extended leave without pay for a period of up to one (1) year shall accrue all rights and privileges in respect to coverage under the Federal Employees' Group Life Insurance and Federal Employees' Health Benefits Program in accordance with applicable regulations. EMPLOYEES who are absent on extended leave without pay will be responsible for their share of the premium for continuing enrollment in health benefit coverage during both pay and non-pay status. Premiums may be paid directly to the employing agency or EMPLOYEES may have past due premiums withheld from their pay upon return to pay status. The EMPLOYEE may cancel enrollment to avoid paying the premium, but enrollment will not be automatically reinstated when the EMPLOYEE returns to pay status. The EMPLOYEE must wait for open season in order to reinstate the previously cancelled coverage.

Section 5: Eligible employees shall be granted up to 12 administrative workweeks of unpaid leave during any 12-month period for certain family and medical needs, as prescribed under sections 6381 through 6387 of title 5, United States Code (Family and Medical Leave Act (FMLA)). Employees may elect to substitute paid time off for any or all or the period of leave taken under the FMLA as set forth by applicable regulations.

ARTICLE 15

ABSENCE FOR MATERNITY REASONS

Section 1: The EMPLOYER may grant EMPLOYEES sick leave, annual leave, leave without pay or any combination thereof for maternity reasons.

Section 2: If the EMPLOYEE's incapacitation for duty continues beyond the approved period, the usual rules on the granting of sick leave, annual leave or leave without pay in Articles 12 and 13, 5 CFR 630, and Navy Civilian Personnel Instruction (CPI) 630, as appropriate, apply.

Section 3: Requests for leave beyond the approved period not supported by a Medical Certificate will, if approved, be charged to annual leave, leave without pay, or sick leave, as appropriate.

Section 4: A male EMPLOYEE may be absent on annual leave without pay, or sick leave for purpose of aiding, assisting or caring for a wife or minor children while the wife is incapacitated for maternity reasons.

ARTICLE 16

ENVIRONMENTAL DIFFERENTIAL PAY/HAZARDOUS WEATHER

Section 1: The EMPLOYER and UNION have as one of their continuing objectives the elimination or reduction to the lowest possible level of all hazards, physical hardships, and working conditions of an unusually severe nature. Even when an environmental differential is authorized, continuous positive action must be taken to eliminate danger and risk which contribute to or cause the hazard, physical hardship or working condition of an unusually severe nature. Pay authorization of environmental differential is not an approved of work practices which circumvent safety rules and regulations.

Section 2: The UNION will be notified of new work situations which qualify for Environmental Differential Pay.

Section 3: A copy of each environmental differential description will be on file in the Human Resources Office (HRO) and will be made available for study by EMPLOYEES and UNION representatives. Pay for environmental differential may be authorized.

1. for exposure to an unusually severe hazard which could result in significant injury, illness, or death.
2. for exposure to an unusually severe physical hardship
3. for exposure to an unusually severe working condition under circumstances involving exposure to fumes, dust, or noise which causes significant distress or discomfort in the form of nausea, or skin, eye or nose irritation, or a condition which causes abnormal soil of body and clothing, etc.

Environmental differential may not be paid when the hazard is adequately alleviated by mechanical equipment or protective devices being used. Hazard pay differential will not be paid EMPLOYEE when the hazard has been taken into account in the Classification of his/her position.

Section 4: Immediate supervisors will notify EMPLOYEES promptly when environmental pay is authorized in accordance with the categories of environmental differentials defined in 5 CFR. Appendix. A to Subpart E of Part 532, for review. Grievances concerning unresolved complaints regarding environmental pay will be initiated at Step 3 of the negotiated grievance procedure.

Section 5: EMPLOYEES subjected to more than one hazard, hardship or condition as listed in 5 CF, Appendix A to Subpart E of Part 532 at the same time shall be paid for that exposure which results in highest environmental differential, but shall not be paid more than one differential for the same hours of work. EMPLOYEES performing work on second and third shifts shall receive applicable shift differential pay in addition to any Environmental Differential Pay which is authorized.

Section 6: When an environmental differential is paid on the basis of all hours in pay status, EMPLOYEES will also be paid the differential during a period of overtime that occurs on the same day. When an EMPLOYEE is exposed to an unusually severe hazard, physical hardship or working condition during an overtime period from which he/she is entitled to overtime pay, the employee shall be paid no less than the minimum amount of environmental differential to which he/she would otherwise be entitled.

Section 7: The categories of environmental differentials listed in 5 CFR, Appendix A to Subpart E of Part 532 are broad guidelines only. When a new work situation develops which is not covered by the authorized categories of differentials in 5 CFR, Appendix A to Subpart E of Part 532, but is considered by either the EMPLOYER or UNION to warrant an environmental differential, a differential may not be paid; however, action may be promptly initiated by either Party via appropriate channels to the Office of Personnel Management (OPM) for consideration. Once it is determined that the differential is covered under authorized categories of the environmental schedule, the EMPLOYEE will be paid in accordance with applicable regulations.

Section 8: Environmental differentials for General Schedule (GS) EMPLOYEES will be paid in accordance with 5 CFR 550, Subpart I, Appendix A.

Section 9: The Employer shall ensure the EMPLOYEES are kept informed of hazardous weather conditions. To the maximum extent possible, the EMPLOYER shall maintain and keep a current list of essential billets needed to continue duty status during hazardous weather conditions. The Employer will develop a watch bill of essential EMPLOYEES upon the setting of Storm Conditions III. Essential EMPLOYEES will be advised of the requirements to remain in a duty status, during the storm, as soon as practical but in no case later than the setting of Storm Condition II.

Section 10: The release and recall procedures for both essential and non-essential EMPLOYEES shall be in accordance with the COMNAVMAR Area Coordination Manual.

Section 11: All Employees who are in a duty status during Storm Conditions I and II and exposed to hazardous weather conditions shall be paid Environmental Differential Pay as provided in 5 CFR, Appendix A to Subpart E of Part 532. Furthermore, all hours worked in excess of eight (8) hours a day of forty (40) hours per week shall be overtime work or compensatory time earned in accordance with applicable laws and regulations.

Section 12: If hazardous weather conditions prevail for more than 24 clock hours following the administrative release of any individual the entire period of absence shall be charged to administrative leave until such time as condition has abated and the return-to-duty notices are broadcast through public communications systems.

Section 13: The EMPLOYER appreciates the efforts of its EMPLOYEES during periods of hazardous weather conditions and will recognize extraordinary actions as appropriate under the EMPLOYER's Incentive Awards Program.

ARTICLE 17

PROMOTIONS AND DETAILS

Section 1: The EMPLOYER and the UNION agree that all vacancies approved for recruitment are to be filled on the basis of the merit and efficiency of available personnel. The EMPLOYER further agrees that its actions will be in accordance with the principles of the Federal Merit Staffing Programs and implementing instructions of the EMPLOYER and Department of the Navy. It is the EMPLOYER's objective to select from among the best qualified persons available, while cognizant of providing promotional opportunities.

Section 2: The UNION recognizes that the EMPLOYER may fill vacancies by methods other than promotions, such as appointment, reinstatement, reassignment, or transfer. If these recruitment sources are not utilized or they are used along with competitive merit staffing procedures, the area of consideration in announcing vacancies will be sufficiently broad to insure the availability of highly qualified candidates and will provide for successful accomplishment of Affirmative Action Plan goals and the requirements of the Federal Equal Employment Opportunity Recruitment Program. In no case will the area of consideration be less than Activity-wide. The duration of the advertisement must be consistent with the area of consideration.

Section 3: NAVY HRO Guam utilized the Standard Automated Inventory and Referral System (STAIRS). Individuals interested in applying for DON civilian vacancies need to submit a resume to the respective Human Resources Service Center (HRSC) via www.donhr.navy.mil. Hardcopy resumes following the specific Navy format may be mailed to applicable HRSC. Forms SF-171 and OF-612 are not accepted unless otherwise specified in a job vacancy announcement. With the inventory and referral system, employment vacancies are generally not announced. Therefore, it is important for individuals to submit their resume as soon as possible for widest consideration in regards to future vacancies. All current employees are highly encouraged to submit a resume via STAIRS. If you do not submit your resume you will not be considered for promotion or reassignment opportunities.

Section 4:

- a. Any grievance concerning the determinations of the basic eligibility of applicants will be processed under the administrative grievance procedure of the organization making the determination. Grievances on rating and/or ranking against another Activity, including those involving first line supervisory positions will be processed in accordance with the other Activity's administrative grievance procedure as applicable.
- b. Rating panels may be convened in accordance with the EMPLOYER's Merit Staffing Plan. Grievances on rating and/or ranking by Unit EMPLOYEES against

the EMPLOYER, including those involving first line supervisory positions, shall be processed in accordance with the following procedure.

Step 1: The EMPLOYEE will submit his/her grievance in writing to the Director, Human Resources Office stating the nature of his/her dissatisfaction, the provision of this AGREEMENT (if applicable) allegedly violated, and the corrective action desired. In order for the complaint to be processed under the Article, it must be submitted within fifteen (15) calendar days after the EMPLOYEE becomes aware of the action which prompted his/her dissatisfaction. The review may include a re-evaluation of the EMPLOYEE's application by another subject matter expert. The Director, Human Resources Office will submit his/her findings in writing to the EMPLOYEE no later than twenty-five (25) calendar days after receipt of the grievance.

Step 2: If the EMPLOYEE is dissatisfied with the decision at Step 1, he/she may submit a written grievance to the Commanding Officer within five (5) workdays after receipt of the Step 1 decision. The grievance must specify the nature of the complaint, the provision of the AGREEMENT (if applicable) allegedly violated, the corrective action desired, and a summary of the Step 1 decision. The Commanding Officer or his/her designated representative will render a written decision no later than fifteen (15) workdays after receipt of the grievance. If the decision is not satisfactorily settled at the level, the UNION may refer the matter to Arbitration in accordance with Article 31.

Section 5: The following are exceptions to competitive promotion proceedings:

- a. the promotions of an EMPLOYEE whose position is classified at a higher grade level due to the accretion of duties which are directly related to the EMPLOYEE's major (and grade controlling) duties when there is no change in organization entity (immediate supervisor) and where there is no addition of supervisory duties to a nonsupervisory position.
- b. career promotions of EMPLOYEES when competition was held at an earlier date either through appointment from a U.S. Office of Personnel Management register or through internal merit promotion procedures (including the initial appointments of students in student career employment programs).
- c. Temporary promotions of not more than 120 days.
- d. details of not more than 120 days to higher graded positions or to positions with known promotion potential.
- e. The repromotion, to a level no higher than that from which demoted, of an EMPLOYEE who was demoted, through no fault of his/her own and not as his/her own request.

- f. Selections of permanent Government EMPLOYEES from the U.S. Office of Personnel Management registers for higher graded position or positions with known promotions potential.
- g. The promotions of an EMPLOYEE to any position and/or grade level which he/she formerly held on a permanent basis.
- h. The promotion of an EMPLOYEE to a position with a representative rate which is the same or lower than the position currently held, which because of pay setting policies results in a technical promotion only.
- i. The reinstatement of a former Federal EMPLOYEE to a position with known promotion potential but which is no higher than and has the same promotion potential as the last held permanent position.
- j. The positions change (either reassignment, demotion, or promotion) of any Federal permanent EMPLOYEE from a position having known promotion potential to a position having no higher potential.
- k. the selection of an EMPLOYEE who did not receive proper consideration in a prior promotion case due to a procedural, regulatory, or program violation.

Section 6. Whenever it is known in advance that an EMPLOYEE will be directed to perform the duties of a higher level position within the bargaining Unit for a period of at least twenty-one (21) calendar days, the EMPLOYER agrees to temporarily promote the EMPLOYEE. Temporary promotions to higher level positions for more than 120 calendar days must be made in accordance with the EMPLOYER's Merit Staffing Program competitive procedures. In order to be temporarily promoted, an EMPLOYEE must be qualified for the position, and determination of qualifications must be completed prior to the effective date of the promotion. Temporary promotions will be made from among qualified and interested persons within a given work unit who the EMPLOYER has determined are readily familiar with the duties, responsibilities, and work procedures of that work unit.

Section 7. Employees may be detailed to other positions. However, if an assignment is made by detail for the purpose of training for advancement and is required for promotion or evaluating a possible successor to a position which is or is about to become vacant, the EMPLOYER agrees that such detail shall be made in accordance with the EMPLOYER's Merit Staffing Program. Details of thirty (30) days or more will be documented on Standard Form 52, a copy of which shall be filed in the EMPLOYEE's Official Personnel Folder. In cases of intermittent details (less than 30 consecutive calendar days), the cognizant supervisor shall keep a record of such details for consideration when selecting EMPLOYEES for promotion.

Section 8. Upon request, to HRO, an EMPLOYEE applicant will be shown any supervisory appraisal of past performance applicable to him which has been used in considering the EMPLOYEE for promotion.

Section 9. The selection process will not be delayed pending completion of the review of a rating or the resolution of a grievance. If, however, a corrected error would have resulted in referral consideration and the personnel action to fill the position in question has not been effected the EMPLOYEE's name will be referred to the selecting official for consideration.

Section 10. Grievances arising out of the application of the Merit Staffing Program, with the exception of rating and ranking complaints, shall be processed under the negotiated grievance procedure. It is understood that non-selection for promotion from a group of properly ranked and certified candidates is not grievable. The UNION recognizes that selecting officials are not required to justify their selection decisions to non-selected candidates.

Section 11

- a. Before taking any action to fill a vacant position either competitively or noncompetitively (except the placement of an EMPLOYEE with statutory or regulatory rights), the Human Resources Office must refer EMPLOYEES who are entitled to prior consideration for placement. The following precedence for referral is to be followed:
 - (1) Priority Placement Program registrants in priorities 1, 2, and 3. Prior consideration rights do not apply to positions which offer higher known promotion potential.
 - (2) Activity EMPLOYEES under Civil Service Reform Act (CSRA) grade and pay retention, CSRA pay retention only or under salary retention accorded prior to 14 January 1979. To be eligible for referral, EMPLOYEES under pay or salary retention must have been demoted for reason not stemming from personal cause or request. Such consideration does not extend to those EMPLOYEES who accept a change to lower grade to enter formal development or upward mobility positions nor to those who accept change to lower grade as a result of solicitation for a hard-to-fill position). These EMPLOYEES must be referred for each position for which fully qualified which is at or below the saved grade level or the level from the which demoted and above the level of the position to which assigned. Eligibility terminates when entitlement to pay/salary retention terminates.
 - (3) EMPLOYEES who did not receive proper consideration for promotion in a prior case due to a procedural, regulatory, or program violation. Such EMPLOYEES must be awarded prior consideration for the next appropriate vacancy. This privilege will be granted for a one-year period and may extended for an additional year.

- b. Eligible EMPLOYEES are entitled to bonafide consideration for appropriate vacancies before other equally proper means of filling the position are instituted. There is no "entitlement" to selection.

Section 12: In those activities that have designed upward mobility opportunities that are responsive both to EMPLOYEE career development and to the EMPLOYER's staffing needs, EMPLOYEES are encouraged to seek guidance from their immediate supervisors or from HRO if they are interested in learning about such career opportunities. These EMPLOYEES will be furnished information about lines of career progression, education requirements, available job opportunities, etc.

ARTICLE 18

CIVIC RESPONSIBILITIES

Section 1: The Department of the Navy considers it the civic responsibility of all its EMPLOYEES to respond to calls for jury and other court services. It is the policy, therefore, that release from jury duty will not be requested except in unusual situations, as determined by the EMPLOYER, where the public interest would be better served by the EMPLOYEE staying on the job, e.g., when the EMPLOYEE's services are absolutely necessary to meet critical deadlines. When the latter situations exist, the Commanding Officer may write to the court which has requested the services, explaining the facts and requesting that the EMPLOYEE be released from jury duty. To be granted court leave, an EMPLOYEE must submit to the EMPLOYER a true copy of the summons for jury or witness service prior to the beginning date of such service. Any fees, excluding reimbursement for transportation, received from the court for the performance of such duty shall be delivered to the EMPLOYER, together with satisfactory evidence of time served on such duties.

Section 2: Administrative excused time may be granted to eligible EMPLOYEES for the purpose of voting in the Territorial elections. An EMPLOYEE whose hours of work are such as to allow less than two (2) hours of voting before or after his/her hours of work, may be excused for whatever amount of time will permit the EMPLOYEE to report for duty two (2) hours after the polls open or to leave two (2) hours before the polls close. The EMPLOYEE may be excused either at the beginning or end of the workday, whichever requires the lesser amount of time.

ARTICLE 19

EMPLOYEE DEBTS

Section 1: The EMPLOYER agrees not to act as a collection agency for debts allegedly due by an EMPLOYEE to a private individual or firm.

ARTICLE 20

REDUCTION IN FORCE

Section 1: In any reduction in force action that adversely affects EMPLOYEES in the Unit, the EMPLOYER agrees to notify the UNION as far in advance as possible and prior to the issuance of official notices to the EMPLOYEES involved. The UNION shall be notified in writing of the reduction in force and will be furnished data concerning the approximate number of EMPLOYEES to be reduced, the competitive level affected, the approximate number of EMPLOYEES to be reduced, the competitive levels affected, the approximate date action is to be taken and the reason for the reduction in force. The UNION will render its assistance in communicating to EMPLOYEES the EMPLOYERS'S reasons for the reduction in force.

Section 2: It is understood that all reductions in force shall be carried out in accordance with applicable law and regulations. The EMPLOYER agrees that in order minimize the impact of a reduction in force, consideration will be given first to filling existing vacancies by placement of qualified EMPLOYEES who might otherwise be adversely affected by the reduction in force action.

ARTICLE 21

JOB GRADING AND POSITION CLASSIFICATION

Section 1: Any EMPLOYEE in the Unit who believes that his/her job is improperly graded or classified may discuss the matter with his/her supervisor. Should the supervisor and the EMPLOYEE not be able to resolve the matter, the supervisor shall, upon request, arrange for a review by appropriate specialist from HRO. This review shall include discussions with the EMPLOYEE and the supervisors to determine the EMPLOYEE's actual, regular work assignments over a representative current period of time and comparison of such assignments with the applicable job grading or position classification standards. The EMPLOYEE and the supervisor will be advised of the results of the review. If the EMPLOYEE is dissatisfied, he/she will be advised of the procedure for appealing the grading or classification of the job.

Section 2: The EMPLOYER agrees to notify the UNION upon receipt of proposed U. S. Office of Personnel Management job grading or position classification standards and to permit the UNION to submit comments thereon to the EMPLOYER. The EMPLOYER further agrees to advise the UNION when any changes in job grading or position classification standards will adversely affect EMPLOYEES in the Unit.

Section 3. New EMPLOYEES will be provided copies of their position descriptions. Upon request, current EMPLOYEES will be provided copies of their position descriptions during the scheduled maintenance review. EMPLOYEES will be provided copies of any approved amendments or revisions to their position descriptions.

Section 4. An EMPLOYEE who files a classification or job grading appeal with the DOD Civilian Personnel Management Service (CPMS) will be provided a copy of all documentation entered into the case file by the EMPLOYER. An EMPLOYEE who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the EMPLOYEES.

ARTICLE 22

GRADE AND PAY RETENTION

Section 1: Chapter 53, Subchapter VI, Title 5, U.S.C. provides that an EMPLOYEE changed to a lower level position as the result of reduction in force (RIF) or because his/her position is downgraded will be entitled to grade and/or pay retention if he/she meets certain conditions as prescribed by law and DOD and DON regulations.

Section 2: When issuing RIF notices offering EMPLOYEES lower level positions, the EMPLOYER will include information regarding their entitlement to grade and/or pay retention, and condition of its continuance. EMPLOYEES being placed in lower level positions, based on misclassification or change in standards, will receive a similar notification.

Section 3: It is understood that declination of a reasonable offer is once condition for termination of grade and/or pay retention benefits. A reasonable offer, for the purpose of applying the provisions of 5 U.S.C. 5362 (d) (3) and 5 U.S.C. 5363 (c) (2), is defined by U.S Office of Personnel Management regulations as the offer of a position, the grade of which is equal to or higher than the EMPLOYEE's retained grade in the case of an EMPLOYEE with a retained grade, or rate of basic pay which is equal to or higher than the EMPLOYEE's retained pay in the case of an EMPLOYEE with retained pay. In addition, the offered position must be a permanent position; one for which the EMPLOYEE meets the established qualification requirements; full-time (unless the EMPLOYEE's position immediately before the change creating entitlement to grade or pay of no less time than the position held before the change); and in the same commuting Areas as the EMPLOYEE's position immediately before the offer, unless the EMPLOYEE is subject to a mobility agreement of a published agency policy which requires EMPLOYEE mobility.

ARTICLE 23

TRAINING/EMPLOYEE DEVELOPMENT

Section 1: The Parties agree that training of EMPLOYEES in the Unit to improve their proficiency for more responsible job assignments is important. If a Training or EMPLOYEE Development Committee is established and the purpose and scope of the committee is such that UNION participation is permitted by law, the EMPLOYER agrees

to allow one UNION representative to participate as a member. The UNION will submit three nominees to the Commanding Officer who will select one from the list of three.

Section 2: The EMPLOYEES are encouraged to discuss their training interests with their immediate supervisors.

Section 3: The EMPLOYER agrees to provide off-island Government-sponsored training opportunities to EMPLOYEES with the objective, among others, of enhancing continuity and stability of the workforce. EMPLOYEES whose requested for Government-sponsored training is denied will be advised by their supervisors upon request of the reason(s) for denial.

Section 4. The EMPLOYER shall consider the utilization of EMPLOYEES who become handicapped in the course of their normal line of duty and who cannot be utilized in their parent shops or department. It is recognized that in some cases a brief period of job indoctrination may be required.

Section 5. The EMPLOYER and the UNION recognize that each EMPLOYEE is responsible for applying reasonable effort, time, and initiative to keep abreast of the changing technology of his/her occupation. The EMPLOYER and the UNION mutually agree to encourage EMPLOYEES to take advantage of training and educational opportunities which will add to the skills and qualifications needed by them for advancement or as a prerequisite for further training provided by the EMPLOYER in their occupational fields.

Section 6. When advance knowledge of the impact of pending technological changes is available, the UNION will be notified of retraining opportunities to be afforded EMPLOYEES. Upon request, the UNION will be provided relevant data.

Section 7. Upon request, EMPLOYEES will be counseled on training and development that is job related.

Section 8. The EMPLOYER will make trainings records of UNIT EMPLOYEES available to the UNION, upon its request, when necessary to settle complaints. Information contained in such records will be provided in accordance with the Privacy Act.

NOTE: Apprentice Training-SEE VARIATIONS TO MASTER AGREEMENT

ARTICLE 24

PERFORMANCE APPRAISAL

Section 1: A pass/fail performance appraisal program will be utilized in compliance with Chapter 43 of Title 5, U.S.C. and appropriate DOD and DON regulations which:

- a. provides for periodic appraisals of job performance of EMPLOYEES
- b. encourages EMPLOYEE participation in establishing performance standards; and,
- c. uses the results of performance appraisal as a basis for adjusting basic pay and other personnel actions such as training, rewarding, reassigning, promoting, reducing in a grade, retraining, and removing EMPLOYEES. All bargaining Unit EMPLOYEES, except those EMPLOYEES excluded by DON regulations, will receive a performance appraisal which will be based on a comparison of the EMPLOYEE's performance with expectations, provide constant feedback positive and negative and the standards and elements established for the appraisal period.

Section 2: The EMPLOYER retains final authority in the identification of critical performance elements and the establishment of performance standards and workplan objectives which are not grievable. However, EMPLOYEES may grieve their performance ratings/appraisals.

Section 3: UNACCEPTABLE PERFORMANCE

- a. At any time during the appraisal cycle that an EMPLOYEE's performance in one or more critical elements becomes unacceptable, the supervisor shall identify for the EMPLOYEE the critical element(s) for which performance is unacceptable and the action that must be taken by the EMPLOYEE to improve the performance to an acceptable level. The supervisor shall give the EMPLOYEE a reasonable opportunity to demonstrate acceptable performance before proposing a reduction in grade or removal under this Section.
- b. Should remedial action fail and the EMPLOYEE's performance continues to be unacceptable, the EMPLOYEE may be liable for adverse action under 5 USC, Chapter 43.
- c. An EMPLOYEE whose reductions in grade or removal is proposed under this Article is entitled to:
 - (1) thirty (30) days advance written notice of the proposed action which identifies:
 - (a) specific instances of unacceptable performance by the EMPLOYEE on which the proposed action is based; and
 - (b) the critical elements of the EMPLOYEE's position involved in each instances of unacceptable performance;
 - (c)
 - (2) be represented by an attorney or representative;
 - (3) a reasonable time, at least ten (10) days, to answer orally and in writing; and

- (4) a written decision, which:
 - (a) in the case of a reduction in grade or removal, specifies the instances of unacceptable performance by the EMPLOYEE, on which the reduction in grade or removal is based, and
 - (b) unless proposed by the Commanding Officer, has been concurred by an individual in a higher position than the one who proposed the action.
- d. The EMPLOYER may extend the notice period under Section 3c(1) for not more than thirty (30) days and may further extend the notice period with prior approval of the U.S. Office of Personnel Management.
- e. The EMPLOYER's decision to retain, reduce in grade; or remove an EMPLOYEE shall be made within thirty (30) days after the expiration of the notice period.
- f. The written decision will advise an eligible EMPLOYEE of the right to appeal to the Merit Systems Protection Board or to file a grievance under the negotiated grievance procedure, but not both. The election by the EMPLOYEE is irrevocable.

Section 4. In the event the methodology in the present DON Two-Level Summary Rating System (Acceptable/Unacceptable) is changed or modified, the Parties shall reopen the collective bargaining agreement to negotiate on appropriate matters.

ARTICLE 25

HEALTH AND SAFETY

Section 1: The EMPLOYER agrees to conform to the requirements of the Occupational Safety and Health Act (OSHA) to the extent implemented by the Department of the Navy and will continue to strictly adhere to the standards prescribed by the Navy Shore Safety Program. The UNION has obligation to inform management concerning safety and health problems.

Section 2: In order for the EMPLOYER and the UNION to cooperate in a continuing effort to eliminate accidents and health hazards, it is agreed that the UNION Chief Steward and/or President and the Commanding Officer of his/her designee shall meet on a quarterly basis to discuss matters within the scope of this Article. The quarterly meeting will not preclude the UNION from initiating a meeting when urgent matters and/or conditions warrant such meeting. In the event either party desires to postpone the quarterly meeting and no matters of great importance need to be discussed, the party desiring the postponement will notify the other and another meeting will be scheduled.

Section 3:

- g. The EMPLOYER agrees that, when EMPLOYEES are required to perform duties which involved potential hazards, they will be provided training to perform the job safely. An EMPLOYEE will receive adequate training as determined by the management when assigned to jobs or which he or she is unfamiliar and which involve potentially serious hazards. Such training may include instructions in proper work methods to be used and proper use of protective equipment, and any applicable regulations or standards.
- h. Both Parties recognize the importance of personal protective clothing, equipment, and necessary instruction when EMPLOYEES must perform work which requires protective measures. To the extent required by law and applicable regulations, the EMPLOYER agrees to furnish personal protective clothing and equipment and necessary instruction to EMPLOYEES performing work which requires protective measures. The UNION agrees that EMPLOYEES will wear protective clothing when required and use protective devices furnished to them in the performance of their duties. EMPLOYEES who fail to use such protective clothing, equipment or devices will be subject to disciplinary action by the EMPLOYER.
- i. The EMPLOYER's Safety Office will make available to the Chief Steward a copy of the Quarterly Report of Navy Civilian Occupational Injury and Illnesses.

Section 4: The UNION may, upon request, review the available Material Safety Data Sheet (MSDS) on file in the EMPLOYER's Safety Office on recognized hazardous chemicals used by the EMPLOYER. The MSDS may be used along with environmental sampling and other available toxicity information for EMPLOYEE training and protection.

Section 5. Identification and Correction of Unsafe and Unhealthy Working Conditions.

- a. the EMPLOYER agrees to assure response to EMPLOYEE reports of unsafe and unhealthful working conditions and require an inspection within twenty-four (24) hours for alleged imminent danger conditions and three (3) workdays for potentially serious conditions. Other conditions will be inspected as determined by the Safety Manager. Any EMPLOYEE or Steward may request an inspection of the workplace when he/she believes an unsafe and unhealthful by the Safety Manager. Both Parties agree that EMPLOYEES or Stewards who report an unsafe or unhealthy working conditions have the right to remain anonymous. No EMPLOYEE will be subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working conditions.

- b. the EMPLOYER agrees to post notices of hazardous conditions considered by the Safety Manager to pose imminent danger or potentially serious hazards to EMPLOYEES. These notices shall be posted at or near the location of the hazard and shall remain posted until the cited conditions has been corrected. Such notices shall contain a warning and descriptions of the unsafe and unhealthy working conditions and required precautions.
- c. when unsafe or unhealthful working conditions cannot be corrected within a reasonable time frame, the EMPLOYEES normally exposed to those conditions shall be kept advised of all interim precautionary measures and of the projected correction plan.

Section 6. During the annual physical safety and health inspection, or when same is conducted as the result of a complaint or incident/accident, the Chief Steward or his/her designee shall accompany the inspector. Whenever an OSHA inspection is made, the above provision also applies.

Section 7. Imminent Danger Situations

- a. For the purpose of this Article, imminent danger situations are defined as any condition or practice in any workplace that is such, that a danger exists which could reasonably be expected to cause death and serious physical harm immediately, or before the imminence of such danger can be eliminated through normal procedures.
- b. In the case of imminent danger situations, EMPLOYEES shall make reports by the most expeditious means available. The EMPLOYEE has the right to decline to perform his or her assigned tasks because of a reasonable belief that under the circumstances the task poses an imminent risk of death or serious harm coupled with a reasonable belief that there is insufficient procedures. However, in these instances, the EMPLOYEE must report the situation to his/her supervisor or the next higher level supervisor. If the supervisor rules that the condition does not pose an imminent danger and the EMPLOYEE again refuses to perform the assigned task, the supervisor will request an inspection by the EMPLOYER's Safety Officer. If the Safety Officer decides the condition does not pose an immediate danger and the EMPLOYEE continues to refuse to perform the task, the supervisor in charge will caution the EMPLOYEE that discipline may be initiated. Whenever the management official finds there is an imminent danger, the EMPLOYEE will not be assigned to perform the duty. Because of the nature of their positions and the duties required, the sub-section does not apply to Police Officers and Guard personnel.

Section 8. If the EMPLOYER determines that an EMPLOYEE should be sent home or to a medical facility for treatment of injury or illness and the EMPLOYEE is unable to drive, the EMPLOYER shall arrange for the necessary transportation.

Section 9.

- a. Whenever an EMPLOYEE is injured on the job, the injured EMPLOYEE will prepare a form CA-1, Report of Injury. The EMPLOYER will furnish the EMPLOYEE a CA-1 and assist in the completion of the form when necessary and when requested by the EMPLOYEE. The EMPLOYER will insure that a copy of the completed CA-1 is placed in the EMPLOYEE's personnel record. The EMPLOYER will advise the EMPLOYEE of the procedures for filing a claim for benefits under the Federal Employees Compensation Act as well as the choice the EMPLOYEE must make relative to use of sick leave or leave without pay in order to receive the benefits under the Federal Employees Compensation Act.
- b. The EMPLOYER shall give due consideration to assigning light duty to EMPLOYEES who have been temporarily incapacitated due to injuries provided the EMPLOYER considers it is not medically inadvisable.
- c. The Union recognizes that an EMPLOYEE's failure or refusal to perform light duties as sanctioned by either the EMPLOYER or the attending certified civilian physician may eliminate entitlement to Continuation of Pay (COP)

Section 10. Specific Safety and Health

- a. The EMPLOYER agrees to provide adequate ventilation and exhaust systems for ozalid copy machine.
- b. Industrial hygiene studies will be made of environmental conditions to identify those which may impair EMPLOYEE health. Such studies may also be initiated in response to EMPLOYEE complaint.
- c. The EMPLOYER agrees to provide physical examinations and/or medical testing to EMPLOYEES who may be or have been exposed to potentially dangerous or unhealthy working conditions.
- d. Whenever a Government-owned motor vehicle is determined to be unsafe by the EMPLOYER, the vehicle shall be taken out of service until it has been restored to a safe operating condition.
- e. The use and operation of forklifts and other powered industrial trucks will be in accordance with applicable Department of Defense regulations. EMPLOYEES will examine each industrial truck assigned to them at the beginning of each shift. If the examination shows any condition adversely affecting the safety of the truck, this condition shall be reported to the EMPLOYEE's supervisor and thereafter, the EMPLOYER shall determine if the truck will be placed in service.

- f. Whenever practical, operating equipment shall be shut down during repair work.

Section 11. The EMPLOYER agrees to monitor the work site conditions where EMPLOYEES regularly work on video display terminals. EMPLOYEES who work continuously on video display terminals will be provided information on how to prevent/relieve ergonomic stress and be encouraged to use it.

Section 12. EMPLOYEES engaged in dirty work which requires the removal of heavy grime, toxic or hazardous substances shall be permitted sufficient time during working hours to clean up before meals and at the end of their shift.

ARTICLE 26

EMPLOYEE ASSISTANCE PROGRAM

Section 1: Both the EMPLOYER and the UNION recognize that the Employee Assistance Program is established to help EMPLOYEES with health problems such as alcoholism or drug abuse or with other personal problems that may also result in impaired job performance. This program is available to such EMPLOYEES and is conducted in a confidential manner.

Section 2: EMPLOYEES are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the Employee Assistance Program's counseling or referral services either voluntary or through referral.

Section 3: It is recognized that a key element in assisting and EMPLOYEE in need of rehabilitating treatment is for that person to recognize the problem and be willing to accept treatment. When an EMPLOYEE refuses an offer of help or fails to respond to treatment and job performance or conduct is adversely affected, the EMPLOYER may take other action.

Section 4: The UNION agrees to encourage EMPLOYEE support of the Employee Assistance Program.

ARTICLE 27

USE OF OFFICIAL FACILITIES

Section 1: Because of the non-availability of public telephones at the Activity, UNION representative will be permitted to use Government telephones for on-island use when necessary in conducting approved labor-management business.

Section 2: The EMPLOYER agrees to allow a minimum of one third of the space on there unofficial bulletin boards for posting of UNION notices. Additional space is subject to mutual agreement by the Parties. The UNION agrees to be responsible for the contents of literature posted, timely removal of such notices and for maintaining its space in an orderly condition, and will send a copy of each item posted to the EMPLOYER on the day of posting HRO will be furnished a copy prior to posting.

Section 3: Whenever the UNION desires to initiate a recruitment campaign, solicit support for or against legislation affecting their conditions of employment through petitions, and/or distribute literature and other flyers for informational purposes on the EMPLOYER's premises, the following procedures will apply. The UNION will notify HRO of the intended activity. Thereafter, the Chief Steward(s) of the unit(s) involved will contact the management representative(s) identified by HRO. Petitioning, recruiting, and/or distribution of pamphlets will be permitted on the EMPLOYER's premises on a command basis subject to the following conditions:

- (1) that the requested location is reasonably available without disruption to the command's activity or conflict with security concerns;
- (2) that the UNION activity is conducted only on the non-duty time of all EMPLOYEES affected and that the proposed schedule for the activity otherwise meets with management approval; and,
- (3) that copies of all petitions (prior to signature) and pamphlets be provided to HRO and the affected command(s) prior to the scheduled activity, which will be conducted only in a manner which does not disrupt the command's activity. The UNION understands that arrangements for such activities rests in the discretion of management and further understands that only UNION related activities permitted by law will be conducted. Specifically excluded are partisan political activity and commercial solicitation.

Section 4: The EMPLOYER agrees to provide to the UNION copies of activity instructions, regulations and other directives relating to conditions of employment normally provided to labor organization. The HRO shall also furnish to the UNION similar material issued by the DON and DOD, should it have the directives, etc., at its office. The EMPLOYER shall not have an obligation to provide to the UNION any items previously provided by HRO. This provision will not preclude EMPLOYEES from using the HRO Library on an appointment basis.

ARTICLE 28

DISCIPLINE

Section 1: Disciplinary actions will be taken only for just cause. The penalty imposed shall be the minimum, in the judgment of the deciding official, that can reasonably be

expected to correct the affected EMPLOYEE and maintain discipline and morale among other EMPLOYEES. For purpose of this Article, corrective measures range from a letter of reprimand to removal. Suspensions, reductions in grade and pay, furloughs for thirty (30) days or less, and removals shall be taken for such cause as will promote the efficiency of the service, including discourteous conduct to the public confirmed by an immediate supervisor's report of four (4) such instances within any one-year period, or any other pattern of discourteous conduct.

Section 2: Prior to initiating disciplinary action against an EMPLOYEE, a preliminary investigation or inquiry shall be made by the immediate supervisor or other responsible official as is a discussion will be held with the EMPLOYEE, except where circumstances make such discussion impractical. Prior to the discussion, the supervisor shall advise the EMPLOYEE that the purpose of the meeting is to discuss possible disciplinary action. The EMPLOYEE is entitled to representation if he/she requests it.

Section 3: ALTERNATIVE DISPUTE RESOLUTION- Alternative Dispute Resolution (ADR), as explained in Article 29, may be utilized to attempt to resolve any dispute arising under the provisions of the article when all parties (i.e., the Employer, UNION and the affected employee) deem it appropriate and agree to its use. In disputes concerning letters of reprimand, the proposal to use ASR must be received by the EMPLOYER not later than seven (7) calendar days after the date of receipt of the letter by the employee to be a timely request. In disputes concerning all other disciplinary actions, the proposal to use ADR must be received by the EMPLOYER not later than seven calendar days after the date of receipt of the advance written notice of proposed disciplinary action by the employee to be a timely request. If ADR is utilized and a resolution is reached, the resolution will be reduced to writing, will contain a clause that it will not be challenged in the grievance procedures or any third party forum and will be signed by all the Parties.

Section 4: When a decision is made to propose a suspension of fourteen (14) days or less, the affected EMPLOYEE is entitled to:

- a. an advance written notice stating the specific reasons for the proposed suspension.
- b. at least ten (10) calendar days to answer orally and in writing and to furnish affidavits and other documentary evidence to support the answer.
- c. be represented by an attorney or other representative at the employee's own expense.
- d. a written decision and the specific reasons therefore at the earliest practicable date.

Section 5: Letters of reprimand and decision letters on disciplinary actions (suspension of fourteen (14) calendar days or less) shall advise the EMPLOYEE that he/she may

grieve the action under the negotiated grievance procedure by filing a grievance at Step 1 if the issue concerns a letter of reprimand and at Step 2 if the issue concerns a decision letter on a disciplinary action which is the sole and exclusive procedure for grieving such matters.

Section 6. Removals, suspensions for more than fourteen (14) calendar days, reductions in grade or pay, and furloughs of thirty (30) days or less, are subject to the provisions of Chapter 75, Subchapter II, of Title 5 U.S.C.

Section 7. An Employee against whom a Section 6 action is proposed is entitled to:

- a. at least thirty (30) days advance written notice, unless there is a reasonable cause to believe the EMPLOYEE has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. a reasonable time, but not less than seven (7) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.
- c. upon reasonable request, to review the material on which the proposal was based and which is relied upon to support the reasons in the notice of proposal;
- d. be represented by an attorney or other representative at the EMPLOYEE's own expense; and
- e. a written decision and the specific reasons therefor at the earliest practicable date.

Section 8. In the event the decision in Section 7e effectuates the proposed or less severe action, the EMPLOYEE shall be informed of his/her right and the timeframe to appeal the decision to the Merit Systems Protection Board (MSPB), as appropriate, or through the negotiated grievance procedure, but not through both procedures. It is understood that separation of probationary/trial period employee is not grievable. If the Union was not the representative of the EMPLOYEE during the adverse action proceedings and is now selected by the EMPLOYEE to be the representative in appealing the decision, the UNION shall have the right to make oral representation appeal or grievance procedure. The EMPLOYEE may grieve under the negotiated procedure by filing a grievance at Step 2 at any time after the decision is rendered, but not later than fifteen (15) calendar days after the effective date of the action. The UNION's oral presentation shall be granted within ten (10) working days after making the request.

Section 9. If the EMPLOYEE grieves the decision, his/her representative shall be allowed to review the material relied upon to support the reasons in the notice, provided the UNION representative presents proof of representation designation.

ARTICLE 29

ALTERNATIVE DISPUTE RESOLUTIONS (ADR)

Section 1: Alternative Dispute Resolution (ADR) encompasses a broad range of problem solving whose basic purpose is to settle disagreements. ADR is generally those processes that are an alternative to litigation or, more broadly, to methods other than the traditional adversarial means of dispute resolution. ADR is not, however, a substitute for litigation or other standard procedures. It is a supplement of those procedures. There are certain types of issues which are not appropriate for ADR. Where there is a need to establish a precedent, maintain a policy position, or the desire to litigate an issue, traditional means of conflict resolution remain the most appropriate means available.

Section 2: ADR emphasizes cooperation and identifying underlying interests as a means of dealing with conflict and affords the parties an opportunity to discover common ground and a solution which is satisfactory to all Parties. Some examples of ADR, which may or may not be combined, are mediation, facilitation, conciliation, fact-finding, early neutral evaluation, and use of ombudsman.

Section 3: ADR may be the proper approach where a negotiated solution is potentially an acceptable outcome. ADR may be appropriate under the following situations:

- a. The dispute involves factual or other issues that do not set a precedent.
- b. Traditional processes appear unlikely to successfully resolve the issue.
- c. The Parties want to settle the dispute quickly.
- d. The Parties want to maintain, establish, or restore a good working relationship.
- e. The importance of the issue is minor compared to the potential cost and disruption that would occur if traditional dispute resolution were employed.
- f. An ADR neutral or panel of subject matter experts is more likely to understand the complexities of the case than would a judge or hearing officer.

Section 4: Prior to entering the formal grievance procedure, the Parties involved in a dispute may suggest an ADR approach be used to solve the disagreement. The Parties will meet to determine the best ADR method to be used and work through the process. If satisfactory results are not achieved using an ADR approach, the formal grievance or appeal procedure can be used.

Section 5: The Parties are encouraged to establish ADR procedures immediately upon the execution of this AGREEMENT, so that they are in place and ready for use should the need arise.

ARTICLE 30

GRIEVANCE PROCEDURE

Section 1: The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This Article provides the exclusive procedures available to the Parties and EMPLOYEES in the bargaining Unit for resolving such grievances, including questions of grievability and arbitrability. In this Article, a "grievance" means any complaint by any EMPLOYEE concerning any matter relating to the employment of any EMPLOYEE; or by any EMPLOYEE, the UNION, or the EMPLOYER concerning.

- a. the effect or interpretation or a claim or breach of this AGREEMENT; or
- b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2: Most grievances arise from misunderstandings, or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The aggrieved Party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and not be construed as reflecting unfavorable on an EMPLOYEE's good standing, performance, loyalty or desirability to the organization. Reasonable time during working hours will be allowed for EMPLOYEES and UNION representative to process and present grievances.

Section 3: The grievance procedure shall not apply to any grievance concerning:

- a. any claimed violation relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification, or appointment; or
- e. the classification of any position which does not result in the reduction in grade or pay of an EMPLOYEE.

Section 4: Should an EMPLOYEE or group of EMPLOYEES in the Unit or the Union initiate a grievance or complaint which questions the interpretation of published Navy policy, provisions of law, or regulations of appropriate authority outside the Navy, the following procedures will apply.

- a. processing of the grievance will be delayed until the question of policy, law, or regulation has been interpreted, should either Party so desire. The questions(s) may be formulated jointly or separately and forwarded by the EMPLOYER, and contain mutually agreed or unilateral questions, and/or background data. Submission will be to the cognizant office in the Department of the Navy.

- b. if the interpretation is not received from the Department of the Navy or cognizant authority outside the Navy within ninety (90) calendar days of the date the letter was forwarded, the matter of interpretation will be submitted to Arbitration. The ninety (90) day time limit may be extended by mutual agreement. If the interpretation is received after Arbitration has been invoked but prior to the hearing, the arbitrator must consider the interpretation in arriving at a decision.
- c. within fifteen (15) calendar days from the receipt of the interpretation, the EMPLOYEE or the UNION may, if the issues are not resolved, continue to process the matter through the grievance procedure.

Section 5: EMPLOYEES of the Unit may present a grievance on ones' one behalf without the intervention of the UNION, however, the UNION has the right to be present during the grievance proceeding in its role as the exclusive representative of the Unit.

Section 6: ALTERNATIVE DISPUTE RESOLUTION. Alternative Dispute Resolution (ADR), as explained in Article 29, may be utilized to attempt to resolve any grievance filed by an employee or group of employees, the Employer or the UNION when all Parties (i.e. the Employer, The Union and, if applicable, the affected employee(s)) deem it appropriate and agree to its use, except that it cannot be utilized for grievances concerning those matters identified in Article 28, Discipline, or grievances concerning any matter where ADR has been previously utilized. ADR may be utilized at any time during the grievance process prior to this issuance of a final decision. If a resolution is reached, it will be reduced to writing, will contain a clause that it will not be challenged in any third party forum and will be signed by all Parties.

Section 7: All ADR proceedings must be completed within thirty (30) calendar days from the date of request to utilize ADR, unless the Parties mutually extend the time limits.

Section 8: All time limits for filing grievances or processing will be held in abeyance during the pendency of the ADR process.

Section 9: The following procedures shall apply in processing grievances covered by this Article except for grievances of discrimination covered under Sections 11 and 12.

Step 1: The EMPLOYEE, accompanied by his/her Steward, shall first discuss the grievance with his/her immediate supervisor. He will specifically state the nature of the grievance and what provision in this AGREEMENT (if applicable) has allegedly been violated and the corrective action desired. The supervisor will render a verbal decision to the EMPLOYEE within five (5) workdays of the discussion. It is expected that most grievances will be under this procedure, it must be presented within fifteen (15) calendar days after the alleged violation occurred. However, where the grievant could not reasonably have been aware of being aggrieved, this time limit may be extended as provided for in Section 13 below. In the event the decision of the immediate Supervisor is

unacceptable, the grievance may be submitted to Step 2 by the EMPLOYEE or his/her Steward within five (5) workdays following receipt of decision.

Step 2: The grievance will be reduced to writing in a form similar to that shown in Appendix I at this step and submitted to the Department Head or his/her designee. The grievance must specifically state the action being grieved the nature of the grievance, and the specific 1, and the corrective action being sought. At this Step, the grievant shall be represented by the Chief Steward. If a meeting is desired, the Chief Steward may request one and may be accompanied to Department Head or designee shall render his decision, in writing, no later than five (5) workdays after receipt of the grievance or, if a meeting is held, five (5) workdays after the meeting. In the event the decision of the Department Head or designee is unacceptable, the grievance may be submitted to Step 3 by the EMPLOYEE or Chief Steward within five (5) workdays following receipt of the decision.

Step 3: The appeal of the Step 2 decision shall be submitted to the Commanding Officer or his designee. The grievance will be in writing, stating the specific action being grieved, the nature of the grievance, the provision of the AGREEMENT (if applicable) in question, a shall be represented by the Union President. If a meeting is desired, the Union President may a UNION business representative. The Commanding Officer or designee shall render his decision, in writing, no later that fifteen (15) workdays after receipt of the grievance or, in a meeting is held, fifteen (15) workdays after the meeting. In the event the decision of the Commanding Officer or designee is unacceptable, the UNION may refer the matter to arbitration in accordance with the provision of Article 31.

Section 10: In order for the grievance to be considered timely and processed under the procedure above, it must be filed at each Step within the stated time limits. Failure of the EMPLOYEE or the UNION to observe time limits shall constitute withdrawal of the grievance. Failure of Management Officials at Steps 1 or 2 to observe the time limits for rendering a decision shall automatically move the grievances to the next Step.

Section 11: This Section applies to an EMPLOYEE or group of EMPLOYEES who allege discrimination because of race, color, religion, sex, national origin, age, reprisal for prior EEO involvement, and physical or mental handicap.

- a. When the allegation of discrimination involves an adverse action or reduction in grade or removal for unacceptable performance, an appeal may be filed under the Rules and Regulations of the Merit Systems Protection Board (MSPB), the Department of Defense Navy Complaint System, or a grievance under the provisions of the Article. The aggrieved EMPLOYEE or group of EMPLOYEES must choose one of the three procedures within the specified time limits and the decision is irrevocable.
- b. When the allegation of discrimination involves matters other than an adverse or reduction in grade or removal for unacceptable performance, a complaint may be filed under the Department of Defense Complaint System (as applicable) or a grievance under the provisions of this Article. The aggrieved

EMPLOYEE or group of EMPLOYEES must choose one procedure or the other within the specified time limits and the decision is irrevocable.

SECTION 12. If an EMPLOYEE or group of EMPLOYEES choose to file a discrimination complaint under Section 11, the following procedures apply.

- a. within forty-five (45) days from the alleged discriminatory incident or effective date of the personnel action, the aggrieved will contact an Equal Employment Opportunity (EEO) Counselor to arrange an interview.
- b. within thirty (30) days from the initial contact in Section 12a the Counselor will attempt informal resolution and conduct a final interview.
- c. if the aggrieved is not satisfied with the results of counseling and desires to pursue the allegations, a formal written complaint may be filed with the Commanding Officer within fifteen (15) days from the final interview with the Counselor.
- d. the written complaint must specifically describe the incident(s) on which it is based including dates, times, and places; the managers and supervisors involved; and fall within the criteria of Section 11. The complaint must also state the redress sought which must be personal to the aggrieved. If these conditions are not met or the redress sought is not within the authority of the Commanding Officer, the Commanding Officer or his/her designee may reject the complaint.
- e. notification of complaint rejections will be forwarded in writing to the aggrieved with a copy to the UNION President within fifteen (15) days from receipt of the written complaint. If the rejection is limited to one or more issues in the complaint, the notification will indicate which remaining issues, if any, will be processed under this Article. If the UNION President disagrees with a rejection, Arbitration may be requested under Article 30.
- f. if a complaint is accepted in its entirety, an acceptance notice will be forwarded in writing to the aggrieved with a copy to the Union within fifteen (15) days from receipt of the written complaint.
- g. within sixty (60) days from the forwarding of the acceptance notice to the aggrieved, the EMPLOYER will conduct an adjustment conference with the aggrieved. At least five (5) days prior to the conference, the UNION President will be notified and afforded the opportunity to have a UNION representative present.
- h. within ten (10) days after the adjustment conference, the EMPLOYER will notify the aggrieved and the UNION President of the Activity's final

disposition of the complaint. If the UNION President is dissatisfied with the final disposition. Arbitration may be requested under Article 30.

SECTION 13. Grievances between the UNION and the EMPLOYER shall be processed in the following manner.

- a. any grievance of the UNION shall be submitted in writing to the Commanding Officer.
- b. any grievance of the EMPLOYER shall be submitted in writing to the UNION President.
- c. within (ten) 10 calendar days after receipt of the grievance by either Party, the UNION President or designee, and the Commanding Officer or designee will meet to resolve the grievance. If the grievance is resolved at such meeting, the Parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not resolved, the Party to whom the grievance was submitted shall forward its decision to the grieving Party within ten (10) calendar days after the meeting.
- d. if such decision is unacceptable, the grieving Party may within ten (10) calendar days after receipt of the decision submit the grievance to Arbitration in accordance with Article 31.

SECTION 14. Should two or more EMPLOYEES have identical grievances (the dissatisfaction expressed and the relief requested are the same), the grievances will be joined and processed as one grievance with the decision applicable to all. In such cases, the EMPLOYER will request the EMPLOYEES involved to select one of the grievants as representative of the group.

SECTION 15. An EMPLOYEE affected by a reduction in grade or removal because of unacceptable performance, other adverse actions, or alleged discrimination may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An EMPLOYEE shall be deemed to have exercised his/her option at such time as the EMPLOYEE timely initiates an action in writing or timely files a grievance in writing in accordance with this Article. Grievances based on reductions in grade or removal because of unacceptable performance, or adverse actions, will be submitted to Step 2 of the Grievance Procedure.

SECTION 16. It is agreed that the time limits described above may be extended by mutual agreement.

SECTION 17. In the event either Party should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be considered to be

amended to include that issue. Any prior to that Party issuing its final written decision under any of the procedures contained in this Article. All such disputes shall be referred to the arbitrator prior to the presentation of the underlying grievance and the arbitrator shall render a decision on that issue prior to hearing the underlying grievance.

NOTE: For Defense Automated Printing Service. Guam only.
SEE VARIATIONS TO MASTER AGREEMENT.

ARTICLE 31

ARBITRATION

Section 1: In the event that the EMPLOYER and the UNION fail to settle an grievance or dispute arising under this AGREEMENT, such grievance may be referred to arbitration upon written notice by the grieving Party to the other Party within five (5) working days following the conclusion of the last step of the grievance procedure.

Section 2: The process for selecting an arbitrator and proceeding to hearing shall be as follows:

- a. within five (5) working days from the date of the notice that a Party has invoked arbitration, the moving Party will write to the Federal Mediation and Conciliation Service (FMCS) and request a list of five (5) arbitrators. A copy will be served on the other Party.
- b. within five (5) working days from the date of the letter to FMCS, the Parties will meet to attempt to define the issue to be arbitrated and to explore all possible avenues for a compromise resolution. (Efforts to resolve the issue may continue until the arbitrator's decision is rendered.)
- c. within five (5) days following receipt of the PMCS list, the Parties will meet to select an arbitrator from the list. If one cannot be mutually agreed upon, then the EMPLOYER and the UNION shall alternately strike names from the list until one name remains and that will be the selected arbitrator. The Party to strike the first name shall be determined by a flip of a coin.
- d. within two (2) working days of selection of the arbitrator, the moving Party will notify the arbitrator in writing of his/her selection and request a list of available dates as to when a hearing may be held. A copy will be served on the other Party.
- e. within two (2) working days of receipt of a response from the arbitrator, the Parties will meet to select a hearing date. If one cannot be mutually agreed upon, then the striking procedure described in sub-paragraph c above will be used.

- f. within two (2) working days of selection of the hearing date, the moving Party will notify the arbitrator in writing of the date selected. A copy will be served on the other Party.
- g. the hearing will be held as scheduled.
- h. for whatever reason, should it become necessary to select a different arbitrator and/or different hearing date, the process outlined above will be repeated as necessary.
- i. the failure of the moving Party to comply with the time limits set forth above shall constitute withdrawal of the grievance and cancellation of invocation of the arbitration process. In the event that the other Party fails to comply with the time limits at any particular step in the above process, the moving Party may take unilateral action at that step. The Parties may mutually agree to extend the time limits set forth in this process.
- j. in order to permit the UNION time to seek national staff level review of all cases where arbitration has been invoked regardless of who is the moving Party, the following procedure will apply and shall constitute the only permissible deviation from the time limits set forth above. Simultaneous with the written request to FMCS for a list of arbitrators, a forty-five (45) day review period will begin. If the review period has expired prior to receipt of the FMCS list, the arbitrator/hearing date selection process will continue as set forth above. If the FMCS list is received prior to the expiration of the review period, action to select an arbitrator from the list will be held in abeyance until the review period has expired, after which the Parties will meet within two (2) workday to select an arbitrator in the manner described above.

Section 3: The Arbitration hearing shall be held during the regular day shift working hours, excluding weekends. The aggrieved EMPLOYEE, the UNION representative and necessary witnesses, as determined by the arbitrator, who are EMPLOYEES of the Activity shall be in pay status without charge to annual leave while participating in the Arbitration proceedings.

Section 4: The arbitrator will be requested by the Parties to render his/her decisions as quickly as possible. The arbitrator may be requested to render a bench decision, if the Parties so agree.

Section 5: The arbitrator's award shall be binding on the Parties unless it is challenged in the appropriate legal forum within the prescribed time limits of that forum.

Section 6: The arbitrator's fee and expenses shall be borne equally by the Parties. The fee, per diem, and travel allowances shall not exceed that provided by applicable

regulations. A verbatim transcript may be made in any arbitration hearing at the request of either Party. The cost will be borne by the requesting Party.

Section 7: Each Party shall bear the expense of its own non-EMPLOYEE participation.

Section 8: The arbitrator's authority extends only to disputes over the interpretation and application of the AGREEMENT. The arbitrator shall not have the authority to change, add to or delete, or alter this AGREEMENT as such authority belongs only to the contracting Parties to this AGREEMENT.

ARTICLE 32

GENERAL PROVISIONS

Section 1: The EMPLOYER agrees to have sufficient copies of this AGREEMENT printed to distribute one (1) copy to each EMPLOYEE in the Unit, to each new EMPLOYEE at the time of hire and provide one hundred (100) copies to the UNION. The AGREEMENT will be printed in 5x8 inch booklet form the cost of printing to be borne by the EMPLOYER.

Section 2: EMPLOYEES required by the EMPLOYER to use their private vehicles in the performance of official duties will be compensated in accordance with applicable regulations upon submission of the appropriate claim form. THE EMPLOYER will advise the EMPLOYEE on the use of the form. EMPLOYEES using their personal vehicles on official business for their own convenience will do so at their own expense.

Section 3: In the event the UNION feels that there is a problem with respect to trade or craft jurisdiction affecting EMPLOYEE in the UNIT, the UNION may bring such a matter to the attention of appropriate officials of the EMPLOYER. The EMPLOYER agrees to consider the views of the UNION.

Section 4: Except under unusual circumstances or in accordance with Federal rules and regulations, the EMPLOYER will not unlock and inspect any EMPLOYEE's locker, rollaway or tool box without having the EMPLOYEE present. In the event of an EMPLOYEE's death, an official of the EMPLOYER shall be present when the EMPLOYEE's locker is opened.

SECTION 5: Whenever the last day of any time limit in this AGREEMENT is binding on an EMPLOYEE, the UNION or the EMPLOYER agree that if the time limit falls on a Saturday, Sunday or holiday, the following business day shall be deemed to be the last day.

ARTICLE 33

UNFAIR LABOR PRACTICES

Section 1: The EMPLOYER and the UNION agree that the resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practices (ULP), should be handled informally and between the Parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of, as a minimum, ten (10) workdays.

Section 2: If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by this informal resolution period.

Section 3: All informal complaints will be filed, in writing, with either the EMPLOYER, Attention: Commanding Officer, or the President, AFGE Local 1689, Inc. The ten (10) workdays informal resolution period begins on the date of receipt of the written informal complaint.

ARTICLE 35

TRAVEL

Section 1: The EMPLOYER agrees that, whenever practical, EMPLOYEES in the Unit ordered to travel will be allowed to process and perform rather related travel preparations during normal working hours. When permitted by law and/or regulations and available transportation, the EMPLOYER will make maximum effort to schedule all travel during the basic workweek.

Section 2: Unit EMPLOYEES ordered to travel will upon request and time permitting, be entitled to an advance of funds not to exceed the legal maximum based on his/her travel orders in accordance with applicable rules and regulations. .

Section 3: An EMPLOYEE selected for an assignment involving travel may request that he/she be excused. The EMPLOYER agrees to consider such requests and will attempt to find a replacement suitable to the EMPLOYER.

Section 4: When an emergency arises during the TDY which involves a member of the EMPLOYEE's immediate family, the EMPLOYEE may be returned to his official duty station provided the emergency situation is adequately verified to the Commanding Officer of the Activity or his designee. Verification of the emergency requiring the immediate return of the EMPLOYEE may be made by the American Red Cross or by other means acceptable to the Commanding Officer or his designee. The EMPLOYEE will remain on TDY assignments until approval is granted.

Section 5: Information as to the adequacy of Government quarters at the TDY destination will be provided to the EMPLOYEE upon request.

ARTICLE 35

COMMERICAL ACTIVITIES

Section 1: The UNION will be notified of studies of permanent contracting out of work functions that may have an adverse impact on the Unit **EMPLOYEES**.

Section 2: During the process of a Commercial Activity (CA) study, periodic briefings will be held between the **EMPLOYER** and the **UNION** to provide the UNION with appropriate information on the matter. Briefings will also be held with affected unit **EMPLOYEES** to apprise them of matters dealing with the possible contracting out, and the UNION shall be given the opportunity to attend such briefings.

Section 3: The **EMPLOYER** will provide the **UNION** copies of pertinent information concerning contracting out to which it is entitled under the provisions of 5 U.S.C. 7114(b)(4) in a timely manner.

Section 4: The **UNION** will be provided the opportunity to negotiate/consult as appropriate, concerning arrangements for **EMPLOYEES** adversely affected by Commercial Activities decisions. In no case will the implementation of such decisions be delayed or inhibited by the preparation of such arrangements.

ARTICLE 36 PARTNERSHIP PRINCIPLES AND MISSION

SECTION 1. This Parties agree to create labor-management partnerships at appropriate levels, and improve, through Labor/Management Partnerships, the general working conditions of bargaining unit employees by involving employees through the UNION as full partners with management representatives to identify problems and craft solutions to better serve the agency's customers mission, and the public interest.

SECTION 2. As stakeholders in the operation of the **EMPLOYER**, management and the UNION agree to participate through consensual agreements between the Parties as full partners to identify problems and craft solutions to better serve the agency's customers and mission.

SECTION 3. The Parties believe in the principle that all employees want to be involved in decisions that affect them, care about their job and each other, take pride in themselves and in their mutual trust and respect, recognizing and utilizing individual expertise and knowledge in innovative ways, the parties will enjoy a successful relationship and sense of belonging to an integrated business system capable of achieving our common goals which ensures security for the employees and success for the mission and the public interest.

SECTION 4. The mission of the labor-management partnership is to further the national security and defense policies of the United States, through the empowerment

and the integration of raise the morale and productivity of the EMPLOYER. The EMPLOYER shall provide opportunities for employees to maximize their contributions and value to the mission by providing technologies, training, and skill development, to encourage everyone's effort toward the common goals of quality, cost-effectiveness, timing, and value to the customer.

ARTICLE 37 DURATION OF AGREEMENT

SECTION 1. This AGREEMENT will become effective on the date of approval by the Secretary of Defense or thirty (30) days from the date of execution of this AGREEMENT, whichever comes first. The duration of this AGREEMENT will be for two (2) years from the date of approval. This AGREEMENT shall be terminated at any time it is determined that the UNION is no longer entitled to exclusive recognition under the Act. Provided the Union's exclusive status has not been challenged during the 15 to 60 day period prior to the conclusion of the two-year period and the AGREEMENT has not been terminated at an earlier date, the Parties shall meet at a mutually agreeable date for the purpose of either amending or extending the AGREEMENT or commencing the negotiation of a new AGREEMENT.

SECTION 2. Except for the first 12-month period following approval of the AGREEMENT, it may be opened at any time by mutual consent for amendments/supplements. Any request for amendment/supplement shall be in writing and must include a summary of the subject matter being proposed. Within twenty (20) calendar days after receipt of the request, representatives of the Parties shall meet to discuss and negotiate the matter. No changes shall be considered other than those directly related to the subject of the proposed amendments/supplement. Any amendment/supplement on which agreement is reached shall be duly executed by both Parties and will become effective upon approval by the Secretary of Defense.

APPENDIX I

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1689, INC.
GUAM

GRIEVANCE FORM

ACTIVITY/DEPT

SHOP/OFFICE

PHONE NO.

POSITION/GRADE

1ST STEP RECEIPT (INFORMAL)

DATE

NATURE OF GRIEVANCE

IDENTIFY ARTICLES AND SECTIONS OF THE AGREEMENT ALLEGEDLY VIOLATED

.....
REMEDY-CORRECTIVE ACTION SOUGHT

UNION REPRESENTATIVE (ASSIGNED)

PHONE NO.

SIGNATURE (RECEIPT)

STEP 2: DEPARTMENT HEAD _____ DATE _____

STEP 3: COMMANDING OFFICER _____ DATE _____

At Steps 2 and 3, a copy of the written decision shall be attached to this form. The original must be forwarded to the grievant with copies to the representative designated above.

APPENDIX II
VARIATIONS TO MASTER
AGREEMENT

ACTIVITY	PAGE
U.S. NAVY PUBLIC WORKS CENTER, GUAM	iii
U.S. NAVAL FORCES MARIANAS SUPPORT ACTIVITY, GUAM	iv
U.S. NAVAL HOSPITAL, GUAM	v
U.S. NAVAL COMPUTER AND TELECOMMUNICATIONS STATION, GUAM	vi
THIRD NAVAL CONSTRUCTION BRIGADE, DETACHMENT, CAMP COVINGTON, GUAM	vii
OFFICER IN CHARGE OF CONSTRUCTION, MARIANAS	viii
U.S. SPACE AND NAVAL WARFARE SYSTEMS FACILITY PACIFIC, GUAM	ix
DOCUMENT AUTOMATION & PRODUCTION SERVICE , GUAM	x

U.S. NA VY PUBLIC WORKS CENTER, GUAM

ARTICLE 1, SECTION 2

The Unit of which this AGREEMENT applies is composed of all graded and ungraded EMPLOYEES including professionals of the U.S. Navy Public Works Center in Guam, excluding all managerial, supervisory employees, guards, and persons engaged in personnel work in other than a purely clerical capacity, as defined in Executive Order 11491, as amended, and applicable laws, rules, and regulations.

ARTICLE 6, SECTION 2

Work Area	Number of Stewards
1. Administrative Bldg Complex Codes 09/10/30/40/130/150/190/300/500/600/900	2
2. Transportation Dept Complex - Code 700	

ARTICLE 6, SECTION 7

Twenty Four (24) hours.

ARTICLE 13, SECTION 3

Twenty (20).

ARTICLE 27, SECTION 3

The EMPLOYER agrees to provide space for the UNION Office as provided for in the Host-Tenant AGREEMENT.

U.S. NAVAL FORCES MARIANAS SUPPORT ACTIVITY, GUAM

ARTICLE 1, SECTION 2

The Unit to which this AGREEMENT applies is composed of all general schedule and wage grade employees of the U.S. Naval Forces Marianas Support Activity, Guam, excluding all professional employees, management officials, supervisors, all employees of the Fire Department classified in the Fire Protection and Fire Prevention series, and employees as described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 6, SECTION 2

Work Area	Number of Stewards
1. Special Assistants, N1, N2, N3, N4, N10	2
2. Housing, Code N7	1
3. Supply, Code N8 (all except Fuel Farm)	1
4. Supply Department Fuel Farm	1
5. Security, Code N9	4

ARTICLE 6, SECTION 7

Fifty Six (56) hours.

ARTICLE 13, SECTION 3

Fifteen (15).

ARTICLE 27, SECTION 3

The EMPLOYER agrees to issue a "Vehicle Pass Authorization Card" to Staff Representatives and officers of the Local 1689, Inc., upon request of the UNION, to permit timely access to appropriate Activities to carry out UNION business as permitted by applicable regulations and this AGREEMENT. The UNION agrees to assume full responsibility for such authorization cards and will renew any such cards annually. Upon termination of any UNION official possessing such an authorization card, Local 1689, Inc., assumes full responsibility for ensuring that the authorization card is returned to the issuing Activity.

U.S. NAVAL HOSPITAL, GUAM

The Unit to which this AGREEMENT applies is composed of all Classification Act and Wage Board EMPLOYEES employed by the U. S. Naval Hospital, Guam, excluding all managerial, supervisory personnel, professionals, guards and other EMPLOYEES engaged in personnel work other than of a purely clerical nature, as defined in Executive Order 11491, as amended, and applicable laws, rules, and regulations.

ARTICLE 6, SECTION 2

Work Area	Number of Stewards
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1. All Work Areas	2
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ARTICLE 6, SECTION 7

Eight (8) hours.

ARTICLE 13, SECTION 3

Five (5).

**U.S. NAVAL COMPUTER AND TELECOMMUNICATIONS STATION,
GUAM**

ARTICLE 1, SECTION 2

The Unit to which this AGREEMENT applies is composed of all graded (Classification Act) and ungraded (Wage Board) EMPLOYEES of the U. S. Naval Computer and Telecommunications Station, Guam, excluding all professional EMPLOYEES, management officials; supervisors; and EMPLOYEES described in 5 USC 7112 (b)(2), (3), (4), (6) and (7).

ARTICLE 6, SECTION 2

	Work Area	Number of Stewards
1.	Base Communications Dept - at NCTS	2
2.	Base Communications Dept - at Orote Point	1
3.	All other areas	1

ARTICLE 6, SECTION 7

Twenty Four (24) hours.

ARTICLE 13, SECTION 3

Ten (10).

**THIRD NAVAL CONSTRUCTION BRIGADE, DETACHMENT,
CAMP COVINGTON, GUAM**

Note: Change to Officer in Charge wherever Commanding Officer appears throughout this AGREEMENT.

ARTICLE 1, SECTION 2

The Unit to which this AGREEMENT applies is composed of all graded and ungraded EMPLOYEES of the Third Naval Construction Brigade, Detachment, Guam, excluding management officials, supervisors, guards, professional EMPLOYEES and EMPLOYEES engaged in personnel work in other than a purely clerical capacity, as defined in Executive Order 11491, as amended, and applicable laws, rules, and regulations.

ARTICLE 6, SECTION 2

Work Area	Number of Stewards
1. All Areas	1

ARTICLE 6, SECTION 7

Eight (8) hours. ARTICLE

13, SECTION 3

One (1).

OFFICER IN CHARGE OF CONSTRUCTION, MARIANAS

Note: Change to Officer in Charge wherever Commanding Officer appears throughout this AGREEMENT.

ARTICLE 1, SECTION 2

The Unit to which this AGREEMENT applies is composed of all graded and ungraded EMPLOYEES of the Officer in Charge of Construction, Marianas, whose permanent duty station is Guam, excluding management officials, professional EMPLOYEES, EMPLOYEES engaged in personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended, and applicable laws, rules, and regulations.

ARTICLE 6, SECTION 2

	Work Area	Number of Steward
1.	Administrative/Finance/Contracts Dept	
2.	ROICC	

ARTICLE 6, SECTION 7

Sixteen (16) hours.

ARTICLE 13, SECTION 3

Five (5).

U.S. SPACE AND NAVAL WARFARE SYSTEMS FACILITY PACIFIC, GUAM

Note: Change to Technical Director wherever Commanding Officer appears throughout this AGREEMENT.

ARTICLE 1, SECTION 2

The Unit to which this AGREEMENT applies is composed of all graded (Classification Act) and ungraded (Wage Board) EMPLOYEES of the U. S. Space and Naval Warfare Systems Facility Pacific, Guam excluding all managerial, supervisory, professional EMPLOYEES, guards and persons engaged in personnel work in other than a purely clerical capacity; EMPLOYEES operating any item of cryptographic equipment either "off line" or "on line"; EMPLOYEES who repair and/or maintain cryptographic equipment; EMPLOYEES of the Naval Communications System elements whose position require a cryptographic authorization, as defined in Executive Order 11491, as amended, and applicable laws, rules, and regulations.

ARTICLE 6, SECTION 2

Work Area

Number of Stewards

1

1. All Areas

ARTICLE 6, SECTION 7

Eight (8) hours.

ARTICLE 13, SECTION 3

Four (4).

DOCUMENT AUTOMATION & PRODUCTION SERVICE , GUAM
(Formerly Defense Automated Printing Service, Guam)

Note: Change to Manager wherever Commanding Officer appears throughout this AGREEMENT.

ARTICLE 1, SECTION 2

The Unit to which this AGREEMENT applies is composed of all graded (Classification Act) and ungraded (Wage Board) EMPLOYEES of the Defense Automated Printing Service, Guam, excluding all managerial, supervisory, professional EMPLOYEES, guard and EMPLOYEES engaged in personnel work in other than a purely clerical capacity as defined in Executive Order 11491, as amended, and applicable laws, rules, and regulations.

ARTICLE 6, SECTION 2

Work Area	Number of Stewards
1. Document Automation & Production Service	1

ARTICLE 6, SECTION 7

Eight (8) hours.

ARTICLE 13, SECTION 3

Five (5).

ARTICLE 30

SECTION 9. The following procedure shall apply in processing grievances covered by this Article except for grievances of discrimination covered under Sections 11 and 12:

STEP 1. The EMPLOYEE, accompanied by his/her Steward, shall first discuss the grievance with his/her immediate supervisor. S/he will specifically state the nature of the grievance and what provision in this AGREEMENT (if applicable) has allegedly been violated and the corrective action desired. The supervisor will render a verbal decision to the EMPLOYEE within five (5) workdays of the discussion. It is expected that most grievances will be settled at this Step. In order that a grievance may be processed under this procedure, it must be presented

within fifteen (15) calendar days after the alleged violation occurred. However, where the grievant could not reasonably have been aware of being aggrieved, this time limit could be extended as provided for in Section 13. In the event the decision of the immediate supervisor is unacceptable, the grievance may be submitted to Step 2 by the EMPLOYEE or his/her Steward within five (5) workdays following receipt of the decision.

STEP 2. The appeal of the Step 1 decision shall be submitted to the Commanding Officer or his designee. The grievance will be in writing, stating the specific action being grieved, the nature of the grievance, the provision of the AGREEMENT (If applicable) in question, a summary of the action taken at Step 1, and the corrective action desired. At this Step, the grievant shall be represented by the Union President. If a meeting is desired, the Union President may request one and may be accompanied at the meeting by the grievant and either the Chief Steward or a UNION business representative. The Commanding Officer or designee shall render his decision, in writing, no later than fifteen (15) workdays after receipt of the grievance or, if a meeting is held, fifteen (15) workdays after the meeting. In the event the decision of the Commanding Officer or designee is unacceptable, the UNION may refer the matter to arbitration in accordance with the provisions of Article 31.

SECTION 10. In order for the grievance to be considered timely and processed under the procedure above, it must be filed at each Step within the stated time limits. Failure of the EMPLOYEE or the UNION to observe time limits shall constitute withdrawal of the grievance. Failure of Management Officials at Step 1 to observe the time limits for rendering a decision shall automatically move the grievance to the next Step.

This AGREEMENT is executed on 06 APRIL 2004, to become effective within thirty (30) days or upon approval by the Secretary of the Defense, whichever is earlier.

FOR THE EMPLOYER:

Commanding Officer
U.S. Naval Forces
Marians Support Activity,
Guam

Commanding Officer
U.S. Naval Hospital, Guam

Commanding Officer
U.S. Navy Public Works Center,
Guam

Commanding Officer
Officer in Charge of
Construction, Marianas

Commanding Officer
U.S. Naval Computer and
Telecommunications Station,
Guam

Manager, Document Automation
& Production Service, Guam

Officer in Charge
Third Naval Construction
Brigade Detachment, Guam

Officer in Charge
U.S. Space and Naval Warfare
Systems Facility, Pacific,
Guam

THIS AGREEMENT HAS BEEN APPROVED BY THE SECRETARY OF DEFENSE ON
04 MAY 2004 TO BE EFFECTIVE 04 MAY 2004 AND WILL EXPIRE ON 04 MAY 2006

This AGREEMENT is executed on 06 APRIL 2004 , to become effective within thirty (30) days or upon approval by the Secretary of the Defense, whichever is earlier.

FOR THE UNION:

President
American Federation of Government Employees, Local 1689, Inc., AFL-CIO

Member, AFGE Negotiating Team
(PWC)

Member, AFGE Negotiating Team
(NMSA)

Member, AFGE Negotiating
Team (OICC)

Member, AFGE Negotiating Team
(NAVHOSP)

Member, AFGE Negotiating
Team (NCTS)

Member, AFGE Negotiating Team
(NMSA)