

NEGOTIATED AGREEMENT
between
NAVAL SURFACE WARFARE CENTER CRANE, INDIANA
and
LOCAL 1415 AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO

EFFECTIVE 23 APRIL 1996

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PREAMBLE

This Agreement is entered into between the Naval Surface Warfare Center, Crane Division, Crane Site, hereinafter referred to as "the Center", and the American Federation of Government Employees AFL-CIO Local 1415, hereinafter referred to as "the Union".

It is the purpose of this Agreement to promote participative labor management relations; to establish a mutual understanding of individual, Center and Union rights and responsibilities and to provide for amicable discussion and prompt adjustment of matters of mutual concern at the Center.

With the realization that we are in a competitive work environment, this Agreement was reached by participative teaming between labor and management, giving primary consideration to what is best for corporate Crane and the people.

The Union and the Center are committed to the principle of Equal Employment Opportunity (EEO) for all persons and promoting the full realization of EEO through Affirmative Action.

The Center and the Union embrace the Labor Management Partnership philosophy and are dedicated to the principles of employee-management participation as set forth in the Crane Division Labor Management Partnership Agreement.

This Agreement constitutes a collective Agreement by the parties thereto and supersedes and takes precedence over any other conflicting regulations or instructions other than subsequently published Agency policies and regulations required by law; and by government-wide rules and regulations.

Center personnel policies and practices, working conditions and agreements which are in existence at the inception of the Agreement shall remain in effect for the duration of this Agreement or until and unless changed by the Center Resolution Committee.

ARTICLE 1

AUTHORITY AND RECOGNITION

SECTION 1. The Center and the Union recognize that the administration of all matters covered by this Agreement are governed by existing or future laws and regulations of appropriate authorities and that the Agreement is entered into under the authority of Title 5, U.S. Code.

SECTION 2. This Agreement will be limited to those matters which are within the administrative discretion of the Center.

SECTION 3. The recognized unit to which this Agreement is applicable includes all eligible General Schedule and Wage Grade Center employees. Excluded from the unit are all supervisory, managerial and professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, security guards, security police and employees with specific limited temporary appointments of less than one year. Subsequent references to "unit employee(s)" will be understood to apply only to employees of the recognized unit, represented by the Union.

SECTION 4. It is affirmed that the Union is recognized as the exclusive representative of all employees in the unit, entitled to act for and to negotiate agreements covering all unit employees.

SECTION 5. The Union and the Center recognize and agree to specific Center and Union rights and agree to discuss, consult and negotiate in accordance with applicable laws.

SECTION 6. The Center and the Union have specific rights as outlined in Title 5. The Center and the Union will negotiate issues in accordance with applicable laws and agree to negotiate the subjects set forth in 5 USC 7106 (b)(1). The implementation procedures and the impact on unit employees are negotiable through this Agreement. It is understood that the exercise of such rights shall be subject to appeal or grievance procedures where applicable.

SECTION 7. The Center and the Union agree that employees shall have the right and shall be protected in the exercise of that right, freely and without fear of penalty or reprisal, to join or refrain from joining, or assisting this Union or refraining from Union activities. Participation in the management of the Union and acting for it in the capacity of a Union representative is included in these rights. Employee's participation in Union matters will be compatible with existing laws without conflict or apparent conflict of interest.

SECTION 8. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. This provision applies to all supplementary, implementing,

subsidiary or informal agreements between the Union and the Center. An employee Bill of Rights and Crane Division Labor Management Partnership

Agreement are agreed to and are shown as Appendix A and B respectively.

ARTICLE 2

CENTER RESOLUTION COMMITTEE

SECTION 1. The Center and the Union agree to a joint Union-Management Committee called the Center Resolution Committee (CRC). The CRC recognizes the need to resolve grievances at the lowest level to avoid expenses and delays associated with arbitrations.

SECTION 2. RESPONSIBILITY AND AUTHORITY

- a. The CRC is responsible for resolving grievances that come to the CRC which could not be resolved at lower levels in the organization.
- b. The CRC is responsible for interpreting and applying existing agreements when questions arise.
- c. The CRC is responsible for resolving issues or problems between management and the Union which may be submitted by either party.
- d. The CRC has the authority to appoint subcommittees to address issues and problems as necessary. The subcommittees are responsible to complete their work as quickly as possible and report findings to the CRC.
- e. The CRC is responsible for reviewing the impact of previous decisions to determine if improvements have, in fact, occurred or if additional action is needed.
- f. The CRC has the authority to investigate systemic causes of problems that result in grievances, propose solutions or render decisions, and provide implementation guidance.
- g. The CRC is responsible for conducting an annual assessment of the effectiveness of the Committee to determine any necessary changes or improvements which need to be implemented.
- h. The CRC is responsible and has the authority to update and maintain agreements, including periodic Union/Management Agreement reviews.

i. The CRC is responsible for using the negotiated grievance procedure when addressing grievances.

SECTION 3. CRC MEMBERSHIP

a. CRC membership will consist of three (3) Union members, three (3) management members, a facilitator and a recorder.

b. The Union President will appoint three permanent Union members and a minimum of three (3) alternate Union members. These alternate members will attend the CRC only in the absence of a permanent member.

c. The Executive Director will appoint three (3) permanent management members and a minimum of three (3) alternate members. These alternate members will attend the CRC only in the absence of a permanent member. All management members should be civilian Directorate or Department Directors.

d. The Executive Director will appoint two (2) facilitators as non-voting members to lead/facilitate all CRC meetings. One (1) facilitator will be designated as permanent and one (1) will be designated as an alternate.

e. The permanent facilitator will select and technically direct a recorder(s) and document CRC decisions. The facilitator will schedule quarterly meetings with the Commander/Executive Director.

f. The recorder will receive grievances; schedule and notify attendees of CRC meetings; distribute minutes and decisions of the meetings and maintain historical files of CRC cases and decisions.

g. All members of the CRC, including the facilitator and alternate members, must be trained as a group in effective uses of problem solving and conflict resolution techniques, such as Interest Based Bargaining, Alternate Dispute Resolution, Partnership, etc. The facilitator will be trained in planning and conducting facilitated group meetings.

SECTION 4. CRC MEETINGS

a. As a minimum, the CRC will conduct regularly scheduled monthly meetings. Additional meetings may be scheduled as necessary by the facilitator or upon the request of other CRC members.

b. The CRC will hold regularly scheduled meetings, at least quarterly, with the Commander/Executive Director.

c. The goal for agreeing to an equitable solution to an issue or problem brought to the CRC will be consensus of the Union and Management members. Problem solving techniques will be used by the CRC to reach a solution to a problem or issue.

SECTION 5. CRC DECISIONS

- a. Decisions made by the CRC will supersede all lower level decisions.
- b. When a decision is reached by the CRC on an issue or problem, the decision will be forwarded for appropriate action within seven (7) calendar days. Decisions impacting Center-wide policy require Command approval and will be forwarded to the Commander/Executive Director within seven (7) calendar days by the facilitator. The Commander/Executive Director will have fourteen (14) calendar days to approve the decision or remand the package to the CRC for additional information or effort. Failure to respond within the fourteen (14) calendar days will constitute approval.

ARTICLE 3

HOURS OF WORK

SECTION 1. GENERAL

- a. The basic workweek will normally be 40 hours worked as five (5) consecutive eight hour workdays Monday through Friday with two (2) consecutive days off.
- b. Lunch time will normally be 30 minutes. Employees taking an extended lunch period must clock out and in or gain supervisory certification. The time in excess of thirty (30) minutes will be charged to annual leave or compensatory time for fixed-shift employees. Employees on flexitime or CWS are permitted to make up extended lunch periods taken between 1030 and 1230 provided the time worked is prior to 1800. If the total time cannot be made up without extending work hours beyond 1800, the employee will be charged annual leave or compensatory time for the difference.
- c. The Center agrees to give reasonable consideration to employee requests for assignment to, or change in shifts. Either a voluntary request for a change in shift or a directed reassignment to a different shift will be documented. When an employee volunteers for an adverse shift (a shift that requires pay differential), and management has a need, they will remain on that shift for one year. When employees is involuntarily assigned to an adverse shift, and requests a shift change, they will be replaced after no more than six months. When rotating shifts have been established, this will not apply.
- d. The Center will notify the employee and the Union at least 72 hours in advance of change of work schedule except when the organization would be seriously handicapped in carrying out its function or costs would be substantially increased.
- e. For purposes of this agreement, core time is defined as the latest allowable arrival time to the earliest possible scheduled departure time except for lunch break.

SECTION 2. FLEXTIME

a. The Center agrees to a flexible work schedule for day-shift employees working the basic work week of Monday through Friday. Uniformity will be applied in allowing flexitime and accommodating as many employees as practical while assuring effectiveness, efficiency and safety in all operations. Flexitime is all time designated as part of the schedule of work hours within which designated employees may choose their individual times of arrival and departure. The Center will determine which jobs will be excluded from or have limited flexitime. The decision to exclude or limit a job or work area from flexitime coverage will be reviewed by one (1) Center and one (1) Union representative. Exceptions to their recommendations as well as disputes may be appealed to the CRC.

When the requirements of work operation preclude full adoption of the flexitime concept, the Center agrees to maximize applicability and to accommodate employee desires and daily workload requirements by considering:

- (1) Voluntary assignments
- (2) Rotating assignments as agreed to by the affected employee/supervisor
- (3) Prearranged start times (if other than 0730)
- (4) Some flexibility for arrival times but less than 2 1/2 hours.
- (5) Flexibility on a weekly basis versus a daily basis

b. The Center agrees that the flexitime workday will be 0630 to 1800 hours Monday through Friday. The core time will be 0900 to 1500 during which time all employees will be on-station and in duty status except for lunch break. Employees designated eligible for flexitime must document their duty status by clocking in on arrival and out on departure through an approved terminal or by securing supervisory certification.

c. Employees on flexitime who are attending training courses shall adjust their attendance to the scheduled class time. Employees in travel status may remain on flexitime unless overtime is involved. If overtime is involved, the employee's regularly- assigned shift will be 0730 to 1600.

SECTION 3. COMPRESSED WORK SCHEDULE

a. The Center agrees to a Compressed Work Schedule (CWS) for both permanent and temporary full-time unit employees on a voluntary basis. No individual will be required to participate in the CWS unless the Center determines that an entire work unit must work on the same schedule. All other employees who do not elect to participate in the CWS program will remain on the flexitime work week.

b. Normally, employees who are eligible to work a full flexitime schedule are also eligible to work CWS. In those rare cases where CWS would not be practical for the individual or organization due to the nature of the work performed or because of staffing

levels, the Center retains the option of exempting an individual or organization from participation in the CWS program. CWS cannot interfere with effective mission accomplishment or the employee's performance of officially assigned duties. The Center agrees to make every effort to comply with an employee's selection of a work schedule option and will accommodate as many employees as practical while assuring effectiveness, efficiency, and safety in all operations.

c. The decision to exclude a job or work area from CWS coverage, if challenged, will be reviewed by one (1) Center and one (1) Union representative. Exceptions to their recommendations, as well as disputes, may be appealed to the CRC.

d. Changes from flexitime to CWS and from CWS to flexitime will be allowed at any time. The Center may change employee schedules

as required to meet necessary operational needs.

e. The CWS will have a one-and-one-half (1-1/2) hour flexibility from 0630 to 0800 (core time 0800-1500 on an 8-hour day and 0800-1600 on a 9-hour day). Employees may, with supervisory approval, elect to work one of two schedules:

Schedule 1 (Excluding 30-minute lunch break) - First Week of pay period: 9-hour days, Monday through Thursday, 8 hours on Friday. Second week of pay period: 9-hour days, Monday through Thursday, Friday off.

Schedule 2 (Excluding 30-minute lunch break) - First Week of pay period: 9-hour days, Monday through Thursday, Friday off. Second Week of pay period: 9-hour days, Monday through Thursday, 8 hours on Friday.

f. Department Managers will determine, on a case-by-case basis, whether an employee will remain on CWS or convert to the basic workweek while on TOY or training status. Consideration must be given to the administrative efforts involved, travel time for local travelers and overtime/compensatory time requirements while maintaining effectiveness and efficiency of the organization, and convenience to employees.

SECTION 4. ALLOWED TIME

a. Set breaks will not be applied in areas where the employees are permitted free access to drinks, snacks and smoking. All employees on set breaks will be granted a ten (10) minute break each four (4) hours worked. The break will be as near the middle of the four (4) hour work period as possible. Additional rest periods will be considered during adverse conditions, overtime, or when safety or ability to perform work is affected.

b. The Center will allow adequate time as required for the purpose of personal hygiene and the control of health hazards.

c. The Center will allow time to conduct business with on-Center facilities and services.

SECTION 5. HOLIDAYS AND CLOSED DAYS

- a. Holidays will normally be observed as non-work days. Employees in a pay status shall receive eight (8) hours, nine (9) hours or ten (10) hours pay, dependent upon work schedule, at their regular hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work, except as provided in applicable laws and regulations.
- b. The Center agrees that all employees required to work on a holiday will be advised at least twenty-four (24) hours in advance except in situations of emergencies.
- c. An employee working on a holiday outside the employee's basic workweek shall receive the same pay as normally received on an overtime day.
- d. The Center agrees to consult with the Union on the number of closed days for the next year prior to December 1 of the current year. It is recognized that emergency situations and/or unknown conditions may change the day of closure. Leave without pay (LWOP) may be used in lieu of annual leave for a closed day if requested by the employee.

ARTICLE 4

OVERTIME/COMPENSATORY TIME

SECTION 1.

a. Overtime will not be assigned to employees as a reward or penalty. Approved leave will not be considered in the assignment of overtime. Employees assigned overtime will be given as much notice as possible. For purposes of this Article, the overtime work-unit is defined as a group of employees in the same job title and grade under the same supervisor. Overtime will be offered on a voluntary basis as follows:

(1) To the employee(s), in the overtime work-unit, who normally performs the work for which overtime is required and has the least amount of accountable overtime for the calendar year to date.

(2) If there are insufficient volunteers within the overtime work-unit, other qualified employees may be utilized, with first preference given to volunteers from within the immediate organizational work-unit.

(3) Compensatory time will not be required in place of overtime unless selected by employee except where provided by applicable laws and government-wide regulations.

b. Records of overtime worked, declined or otherwise accountable for the purpose of determining equitable overtime assignment, will be maintained and posted in the work area by the appropriate supervisor. Employees will be credited with overtime as follows:

(1) For all hours of overtime or compensatory time actually worked or compensated.

(2) For all hours of overtime declined.

(3) Overtime that would have been offered an employee during weekend drills in the military.

(4) If an employee is absent 80 work-hours or less due to leave, non-pay status, or TDY, no overtime will be credited; however, if the absence exceeds 80 work-hours, the employee will be credited with all hours of overtime that would have been worked if the employee had been available.

c. An employee, newly-assigned to an overtime unit, will be assessed the maximum number of overtime hours worked by any individual in that overtime work-unit in that leave year-to-date.

d. The cumulative total of overtime will be reduced to zero at the end of the leave-year, with employees retaining their standing in rotation order.

e. Employees will not be required to work beyond their normal work-schedule without payment of overtime except where provided by applicable laws and government-wide regulations.

SECTION 2. OVERTIME WHILE ON DETAIL

a. The assigning of overtime while a bargaining unit employee is on detail to another work unit is covered in Section 1 of this Article.

b. Employees detailed away from the regularly assigned work- unit for longer than eighty (80) work hours will be considered as "Newly Assigned" employees. This includes details that may be verbal and not documented.

c. A detail of eighty (80) work-hours or less will result in no change of the overtime assignment procedures; i.e. the detailed employee will continue to be offered overtime in the "home unit" and would be considered an outside volunteer to the detailed work- unit.

d. Employees detailed away from the home work-unit for longer than eighty (80) work- hours will be credited with all hours of overtime worked by the home unit and will only be offered overtime in their "home" work-unit in accordance with Section 1.a.(2). Employees detailed to a job outside of their PD will be offered overtime in accordance with Section 1.c. regardless of their job title, series and grade.

ARTICLE 5

LEAVE

SECTION 1. GENERAL

a. The Center agrees to administer all types of leave in a consistent manner. Approved leave will not be considered as a factor in disciplinary actions unless sick leave is abused. The Center and the Union agree that an individual's leave record or special requirement pertaining to the employee's leave is confidential and will be handled accordingly.

b. If possible, leave will be requested in advance and scheduled according to workload. The employee will notify their supervisor as soon as possible on the first day of an unscheduled absence, the type of leave requested, and the date the employee expects to return to work. If the absence extends beyond the time indicated, the employee should again notify the supervisor and request additional leave. In extenuating circumstances, it may be necessary for someone other than an employee to report leave; but the employee is responsible for assuring their absence is reported.

SECTION 2. ANNUAL LEAVE

a. The Center agrees to grant annual leave for vacations of five (5) consecutive days or longer when requested and leave is available. The supervisor will promptly approve the leave or allow the employee to reschedule such leave based on known workload requirements. When conflicts arise because of choices of vacation periods that cannot otherwise be resolved, creditable service on the Center will be the determining factor.

b. The cognizant supervisor will approve emergency annual leave unless circumstances warrant differently. Approved leave will be rescheduled or cancelled by the supervisor only to meet valid operational requirements.

c. Excess annual leave can only be carried over into the next year if it has been scheduled in writing. Therefore, it is agreed that all employees will schedule all use-or-lose annual leave in writing prior to 1 September of each year.

SECTION 3. SICK LEAVE

a. The supervisor will approve sick leave requests for medical, optical, dental, or chiropractic treatment unless valid operational requirements exist for the employee's services.

b. A licensed practitioner's certificate may be required to support absences in excess of five (5) consecutive work days.

c. Employees who become ill on the job, and whose illness is, or is suspected to be job-related, will be sent to Medical where the illnesses/symptoms will be documented in the medical records prior to leaving the Center on sick leave. If an employee's illness is clearly not job related, with supervisory approval the employee may go to Medical or leave the Center on Sick Leave.

SECTION 4. FAMILY SICK LEAVE

a. Employees are allowed to use sick leave in accordance with The Family Friendly Leave Act (FFLA) to: (a) provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment; or (b) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

b. Full-time employees are allowed forty (40) hours Family Sick Leave per leave year. An additional sixty-four (64) hours may be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below eighty (80) hours after deducting the amount to be used.

c. For the purpose of this section, family member is defined as the following relatives of the employee: spouse, and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters, and parents thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

d. Employees will provide the number of hours requested and the reason for the request on SF-71 to their immediate supervisor.

SECTION 5. FAMILY LEAVE WITHOUT PAY

a. Employees are allowed to use Leave without pay in accordance with The Family and Medical Leave Act (FMLA) for the following reasons: birth and care of a newborn child of the employee; the placement of a adoptive or foster child with the employee; the care for a spouse, child or parent of the employee who has a serious health condition; or a serious health condition which impedes the employee's performance in his/her position.

b. Employees are entitled up to 12 workweeks of unpaid leave during a 12-month period. FMLA is in addition to other paid leave available to employees. Leave may be taken intermittently, or the employee may work under a schedule that is reduced by the number of hours of leave taken under FMLA.

c. Employees must notify their supervisor of their intent to take FMLA as soon as practical or, when possible, 30 days before leave is to begin.

d. Employee may be required to provide medical certification in cases of serious health conditions.

SECTION 6. MATERNITY/PATERNITY LEAVE

Except where otherwise stated, this Section applies to career/career-conditional employees.

a. Employees incapacitated for reasons of pregnancy and childbirth will be granted, upon request, accrued sick leave, accrued annual leave, earned compensatory time, leave without pay, or a combination of these types of leave. Temporary employees will be permitted to use accrued sick or annual leave or earned compensatory time. Requests for leave for maternity purposes will be submitted in writing and will include a physician's statement indicating expected date of delivery and any complications which might be aggravated by continued employment. It is understood that sick leave can only be granted for medical examination or treatment or when the employee is incapacitated for performance of duties because of pregnancy. In cases where sick leave has been exhausted during periods of incapacitation, the supervisor should seriously consider requests for advanced sick leave when medically certified.

b. Male employees may be granted, on request, annual leave or earned compensatory time (or if no annual leave or earned compensatory time is available, leave without pay) for the purpose of aiding, assisting or caring for the mother of his child or his minor children while the mother is incapacitated for maternity reasons.

c. An employee may be granted, on request, annual leave, leave without pay or earned compensatory time to carry out parental responsibilities in connection with adoption of a child.

SECTION 7. ADMINISTRATIVE LEAVE

a. **General:** For the purpose of this Article, administrative leave is defined as an excused absence from duty without any loss of pay or charge to leave. Generally, to be granted excused absence, an employee must be in a duty status or have been scheduled to work during the period of excused absence. When a grant of excused absence is appropriate, the following workday schedule will normally be used as a point of reference for determining the amount of excused absence to be granted: 0730-1600 for employees on eight (8) hour days, 0730-1700 for employees on nine (9) hour days, and 0700-1730 for employees on ten (10) hour days.

b. **Inclement Weather:** The Commander will make the determination when administrative dismissal is authorized for the entire workforce, with the exception of those employees required to maintain essential operations, because of weather conditions, disaster, or other natural phenomena that exist within the commuting area.

(1) The notification of administrative dismissal due to these conditions will be reported to the surrounding news media (radio stations) at the earliest possible time. This

notification applies when the decision of administrative dismissal is made prior to start of the affected work shift.

(2) When weather conditions, road conditions, disaster, or other natural phenomena preclude travel on a major access road(s), as determined by state, county, or local authorities, for a portion of the workforce or individually causing tardiness or absence, the cognizant Directorate Director will make the determination of amount of administrative leave to be granted via written request from employee through chain of command. The amount of time to be granted will be based upon the circumstances the above conditions created.

c. Voting and Registration: When the polls are open for less than two (2) hours before or after the employee's scheduled hours of work, sufficient excused absence will be granted to enable the employee to vote. A request for excused absence must be made in writing prior to the day of absence and contain a self-certification that the employee will use the excused leave to vote.

d. Blood Donation: An employee donating blood at an area hospital or clinic during their scheduled work hours will normally be granted up to four (4) hours excused absence for donation and recuperation. In extenuating circumstances up to eight (8) hours may be granted. Insofar as practical, excused absence for this reason is requested in advance.

e. Tardiness: When appropriate, unavoidable tardiness of one (1) hour may be excused. Final authority for excusing up to ten (10) minutes rests with the immediate supervisor. Tardiness exceeding ten (10) minutes but less than one (1) hour can be excused only by the cognizant Directorate Director or their designated representative.

f. Volunteer Firefighters: Employees who are called to duty for the outside communities will be allowed up to twenty (20) hours administrative leave per calendar year. State of Indiana certification numbers and Indiana Voluntary Firefighters Association Inc. annual registration cards are required. Firefighters are required to provide a fire run sheet as well as their certification and department number on the SF- 71 when requesting the administrative leave.

g. Funeral Leave:

(1) Employees will be granted up to three (3) days excused absence to arrange and attend the funeral of, or memorial service for, an immediate relative who died as a result of wounds, disease, or injury while serving as a member of the Armed Forces in a combat zone. "Immediate relative" is defined as the following relatives of the deceased member of the Armed Forces: (1) spouse and parents thereof; (2) children, including adopted children, and their spouses; (3) parents; (4) brothers and sisters and their spouses; and (5) any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship. Employees will request such leave on SF-71 or by memorandum.

(2) Employees who are veterans may be excused up to four (4) hours in any one (1) day, without charge to leave, to participate as active pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the United States Armed Forces whose remains are returned from abroad for final interment in the United States. ·

SECTION 8. RELIGIOUS LEAVE

Subject to the need for services of the employee, leave will be granted upon request for those persons requesting leave for religious holidays of their faith. Such absences will be charged to annual leave, compensatory leave, or leave without pay if no annual leave is available. Employees may be advanced compensatory time for religious observances when the employee's personal religious beliefs require that the employee abstain from work. Compensatory time will be granted to the extent that it will not interfere with efficient accomplishment of the Center's mission.

SECTION 9. COURT LEAVE

Court leave will be authorized to allow employees to serve as a member of a jury or for attending court proceedings in a non-official capacity as a witness on behalf of a state or local government. The employee must present the notification requiring their presence to the immediate supervisor prior to the beginning of jury duty or the required appearance time. Employees serving as witnesses in private party, non-official, court proceedings must charge such time to annual leave or leave without pay unless the United States or a state or local Government is a party in such proceeding.

ARTICLE 6

PAY

SECTION 1. HAZARD/ENVIRONMENTAL PAY Employees whose duties will expose them to working conditions for which additional pay is authorized will be compensated in accordance with law and government-wide regulations. Any proposed changes in the payment of hazard/environmental pay will be reviewed by one (1) Center and one (1) Union representative. Exceptions to their recommendations, as well as disputes, will be appealed to the CRC.

ARTICLE 7

PERSONNEL MANAGEMENT

SECTION 1. The first step in a sound personnel management program is an accurate and properly classified job description. This will determine job qualification requirements

and pay level, and assist in the proper recruitment for the position. It also serves as a tool for organizing work and for informing employees of their relationship to their supervisor. Only major recurring duties and responsibilities assigned to an employee on a permanent basis will be reflected in a written job/position description, classified in a timely manner, and be furnished to each employee by the employee's Directorate.

SECTION 2. At least during the annual employee performance review, supervisors and employees will jointly consider the existing job description to determine if it is accurate. A free expression of opinion by the employee is sought and encouraged at all times.

SECTION 3. Significant changes in duties, new classification standards, or other requirements could necessitate the reclassification of positions. Circumstances where the review of a job classification might be required are: during the annual review between supervisor and employee; at any time an employee feels their job classification is incorrect or new duties have been assigned; receipt of new or revised job classification standards; downgrading of positions because of reorganization/RIF; a Union recommendation for a change in job descriptions or standards for a particular category of positions. In any of these circumstances, the employee, the Union, and the Center agree to communicate openly and freely. All interested parties will be kept informed of changes and their input solicited.

SECTION 4. Employees may discuss their job description/ classification with a member of the Human Resources Office, with or without a Union official present. If the issue can't be resolved, the employee may file a formal classification appeal in accordance with applicable regulations.

SECTION 5. The Center will keep the Union fully informed at the earliest possible opportunity of situations that will affect the pay and/or classification of employees, such as RIF, or new or revised classification standards.

SECTION 6. Utilizing a proper job/position description, vacancies will be filled in a consistent manner to insure all applicants receive fair and equal treatment in accordance with merit principles which will:

- a. Provide management with well-qualified candidates;
- b. Assure the maximum utilization of employees;
- c. Provide career incentives for employees so they will improve their performance and develop their knowledge, skills, and abilities to better qualify for higher level positions;
- d. Assure that the appearance of pre-selection be avoided, particularly in the assignment of higher level duties;
- e. Assure the integrity of the merit promotion system and the timely correction of any discrepancies in the system;

- f. Provide management with flexibility during personnel constraints;
- g. Assure positions are filled in a time-efficient manner;
- h. Provide an equitable and easily understood competitive system.

SECTION 7. Priority will be given to Center employees when filling vacant positions.

ARTICLE 8

PERFORMANCE

SECTION 1. Center employees will be expected to meet established performance standards. These standards will be established in conjunction with major duties of the official position description. The supervisor will identify the specific performance elements and standards, discuss them with the employee, incorporate the appropriate employee concerns, document them in the established format and provide the employee with a copy.

SECTION 2. All evaluation criteria will be developed, communicated and formally documented prior to initiating any official performance rating period. The supervisor's comments written on the rating form will be directly related to the performance elements. Ratings will be accomplished within the established time frames.

SECTION 3. In the event of disagreements about ratings and performance criteria, the Center and the Union agree that attempts to resolve the differences will be made at the lowest possible level.

SECTION 4. Employees who are performing their duties in an acceptable manner will be entitled to within-grade increases when eligible. These pay increases will be processed in accordance with applicable regulations.

ARTICLE 9

TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. An opportunity for training, consistent with mission requirements, will be provided to all employees. It is the joint responsibility of employee and supervisor to identify training needs. Criteria for allotting training dollars will be established by the Center. The Union, the Center and employees will have input into the establishment of training criteria and appropriateness of available training. It is agreed that employees

involuntarily displaced from assigned positions will be given training priority for new job assignments. Career enhancement training opportunities will be provided when workload and budget permit and established criteria has been met.

ARTICLE 10

ORIENTATION

SECTION 1. Employees new to the Center will be provided with information about the Union's status, operating procedures and authorities. This information will be provided by the Union during New Employee Orientation sessions.

ARTICLE 11

OFFICIAL TRAVEL

SECTION 1. Employees will receive consideration, authorization and reimbursement for official Government travel in the most cost effective method to the Center. Where there is latitude in administering travel, authorization decisions will be made considering employee preference. If possible, the traveler will not be required to travel other than during their regularly scheduled work shift.

SECTION 2. Employees whose travel requirements cause undue hardships, will have reimbursement vouchers submitted for payment within three (3) working days upon receipt of a hardship justification approved by the traveler's Directorate Director and a properly completed voucher.

SECTION 3. Center travel instructions will be made available by the supervisor upon request.

SECTION 4. Employees who cannot or choose not to drive to and from the airport will be provided the most cost effective government transportation.

SECTION 5. Employees will be provided with a travel computation work sheet explaining reimbursement for each trip. Clarification of reimbursements must be sought through the traveler's supervisor.

SECTION 6. Employees will be paid overtime for travel in accordance with applicable laws and regulations. Employees are required to report the amount of overtime to their supervisor. Supervisors will certify the allowable overtime and ensure the employee is compensated.

ARTICLE 12

SAFETY, SECURITY, WORK ENVIRONMENT

SECTION 1. GENERAL

Employees will be afforded a safe, secure and adequate work environment to permit them to function efficiently and effectively in carrying out their work assignments. The work environment will be continuously assessed to bring about possible improvements.

SECTION 2. OCCUPATIONAL HEALTH AND SAFETY

a. Safety: It is the duty of all employees to report unsafe conditions, environmental hazards or unsafe acts to the appropriate authority.

When an accident occurs within the confines of the Center involving personal injury or property damage, the President of the Union or an appropriate Union official will be notified. No repairs will be made on this equipment until an opportunity to inspect it is afforded the employee involved or his/her designated representative and/or Union official. If the employee is incapacitated, a Union official will make the inspection on behalf of the employee involved.

b. Government furnished clothing, tools or equipment: Proper personal protective equipment, clothing, or other safety devices will be used where employees are required to work in hazardous areas or at hazardous tasks. Adequate training and/or instructions will be provided in advance about the hazardous area, task, equipment operation and/or utilization of protective clothing, protective equipment or other protective devices required.

Employees will be furnished all required protective clothing, tools and equipment necessary for the safe and satisfactory performance of their job. Management will determine the items needed, giving consideration to the employee's concerns, and will establish the required procedures for the control of such items. Employees will be responsible for all items issued to them and will be provided adequate, secured storage facilities.

c. Injury on the job: Injuries on the Center will be reported to their supervisor and/or Medical. Such instances will be properly documented. The injured employee may select a duly qualified commuting area physician or hospital in lieu of Medical for treatment of an injury sustained in the course of employment.

The ambulance will transport all urgent and emergency patients to the closest facility possessing paramedic intercept capabilities. Transportation will be provided for non-emergency stabilized patients to commuting area medical facilities of the employee's choice. Every effort will be made to accommodate the patient's wishes whenever possible.

Employees on the second or third shift, whose injuries are such as to require extensive outpatient care or repetitive visits to medical facilities off-Center, may request assignment to the first shift.

Light duty work will be assigned, where possible or practical, to the employee on the basis of medical determination. Every effort will be explored to provide light duty within the employee's organization or elsewhere if none is available.

d. HIV in the work place: The Center will not discriminate in the employment of HIV infected persons. Reasonable job accommodations will be made to accommodate the affected employee in performing their duties.

Employees assigned to work with an HIV-infected person will:

1. be provided awareness training, information, literature and educational materials to increase the understanding of the disease
2. be provided counseling when requested
3. be considered for reassignment to another area upon request

The Center will provide all materials and equipment to provide a safe workplace, protect the employees and to deal with emergencies that may arise. This will include but not be limited to rubber gloves, disinfectants and CPR mouth guards in all work areas.

SECTION 3. LUNCH AND REST ROOM FACILITIES

a. Lunch and rest room facilities will be readily accessible for employees during lunch and break periods. When not readily accessible, employees will be permitted to utilize other Center facilities within the allotted time periods. Plans for remodeling existing buildings will include, when feasible, remodeling of existing inadequate lunch and rest room facilities and when non-existent, building new facilities. Plans for construction of all new facilities on Center will incorporate adequate lunch room facilities.

b. Adequate lunch room facilities will include, at no cost to the employee, table seating, sink with running water and appropriate environmental conditions. All efforts will be made to provide refrigerators and a method of heating food with Morale Welfare and Recreation (MWR) funds.

c. Building 1817 or an equivalent building will remain open twenty-four (24) hours a day, seven (7) days a week allowing after-hours access to vending machines, rest rooms, and timekeeping terminals.

SECTION 4. TRAFFIC VIOLATIONS

Employees operating a vehicle on Center during duty hours, traveling to or from work or Center sponsored/approved activities or facilities, who are apprehended for infractions

of the Indiana Traffic Code, will be cited on Armed Forces Ticket (001408) and will be processed through the Administrative process. Employees apprehended for misdemeanors and felonies will be cited on United States Magistrate Citation (DD1805) and will be processed in accordance with U.S. District Court guidelines.

SECTION 5. USE OF GOVERNMENT TELEPHONES

The use of government telephones shall be limited to the conducting of official business. It is considered appropriate use in case of illness, emergency, or when an employee may be forced to delay departure due to overtime, meetings, etc. Only those calls will be made that are necessary and require a timeliness that cannot be obtained by other means.

SECTION 6. PARKING

a. It is generally recognized in customer focused organizations that minimal reserved parking conveys the most positive message to customers and employees. Therefore, it is the intent that reserved parking be kept at an absolute minimum. Decisions involving reserved parking should consider both valid need and the impact or message sent to the organization and its customers.

b. Handicap parking will be provided for those employees and visitors with a handicap which impedes walking. Visitor parking and government vehicle spaces may be designated at the work site as required. The number and location of these parking spaces are subject to the approval of the Directorate Director.

c. All other reserved parking must be reviewed by, and is subject to approval of the Center designated building supervisor and appropriate Union representative. Factors considered in this review may include, but are not limited to, congestion of parking at the building being reviewed and job requirement to leave and return to the building numerous times during a workday.

d. Disputes which can not be resolved by the Directorate Director will be forwarded to the CRC for review and a final decision.

ARTICLE 13

DISPLACING EMPLOYEES

Internal/External Reorganization; Transfers of Function;
Workload/Technology Changes; Contracting Out

SECTION 1. The Executive Director and Union President will develop an agreed upon plan of continuous action to prevent/minimize those situations which could lead to the displacement of employees.

SECTION 2. If any functions are contracted out, displaced employees will have the right to first refusal for any employment opening under the contract for which they are qualified.

SECTION 3. If employees have to be displaced, all reasonable efforts will be made to minimize the impact, including retraining permanent employees and maximizing employee placement opportunities and benefits. When qualification requirements are waived, selection will be made in retention order among candidates whose potential for placement is rated equal.

SECTION 4. In displacement situations, the Center agrees to provide the proposed excess positions list to the Union for their comments and recommendations. Briefings will also be held with affected employees for purposes of providing timely information.

SECTION 5. All employees have the right to know their retention standing and, after receipt of a RIF notice, to review their retention register and any others that have a direct bearing on their relative standing. The Center agrees to recognize a duly appointed Union representative and will provide information to that person's questions pertaining to retention registers.

ARTICLE 14

ADVERSE AND DISCIPLINARY ACTIONS

SECTION 1. Employees may be disciplined by the Center with verbal warnings, letters of caution, letters of reprimand, suspension without pay, reduction in grade or removal. These disciplinary actions may only be taken for just and sufficient cause. It is recognized that the Douglas Factors (Appendix C) are relevant for consideration in determining the appropriateness of a penalty.

SECTION 2. Adverse actions covered in this Article include removals, suspensions, furloughs of thirty (30) days or less and reductions in grade or pay.

SECTION 3. Employees have the right to a thorough and relevant investigation, timely decisions, input at all stages and representation. Documented discussions will be held with employees prior to implementing disciplinary actions. If the offense does not warrant formal discipline for the first offense, the supervisor will advise the employee that failure to improve may result in formal disciplinary action. Representatives, other than Union representatives, will be allowed if their representation will not result in a conflict of interest, position, work priority or unreasonable cost to the government. When the employee elects to use another representative, the Union will have the right to have an observer present at the proceedings.

ARTICLE 15

GRIEVANCE PROCESS

SECTION 1. Prompt and equitable settlement of grievances will be pursued and settlement will be attempted at the lowest possible levels. Employees may use the negotiated grievance procedure or the statutory procedure provided by 5 U.S.C., but not both, and will be advised of this right. This choice of pursuit will be communicated to the involved parties.

SECTION 2. A grievance is any complaint, which is subject to the control of the Center management, by a unit employee or by the Union concerning:

- (a) any matter relating to the employment of the unit employee(s),
- (b) the effect, interpretation or claim of breach of the collective bargaining agreement or,
- (c) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment

SECTION 3. Employees are entitled to Union representation on all matters pertaining to the grievance; however they may use Steps 1, 2 and 3 of the grievance procedure, as defined below, without Union representation if they wish. If they are not represented by the Union, the grievance will be final at Step 3 and the Union will be given the opportunity to have an observer present on official time during this proceeding.

SECTION 4. Grievances over matters affecting a group having a common complaint may be processed as a group grievance or as individual grievances. Group grievances will have one (1) or two (2) of the group acting on behalf of the group.

SECTION 5. The Union President or the Commander may present grievances affecting the employees or Center as a whole. These grievances will be submitted in writing to the CRC within fifteen (15) calendar days from the date the grievant became aware of the matter which prompted the grievance. If the grievance is not resolved at this step, the grievant may proceed with Step 4 of the grievance procedure.

SECTION 6. Failure of the employee/Union to meet the time requirements in this procedure will constitute withdrawal and termination of the grievance. Failure of the management official or the CRC to meet the time requirements in this procedure will award the grievant the corrective action contained in the grievance, if the grievant did not contribute to the failure and the corrective action is not in conflict with law or

government wide regulations. Any time limits in this Article may be extended by mutual agreement of the involved parties.

SECTION 7. If either party declares a grievance non-grievable, it will be forwarded to the CRC for a grievability determination. If the CRC cannot agree on the grievability, the matter may be considered to be amended to include the grievability question and may be referred to arbitration by either the Center or the Union as a threshold issue to the related grievance. The arbitrator will hear both the grievability issue and the grievance at the same hearing unless the involved parties agree otherwise.

SECTION 8. GRIEVANCE PROCEDURE:

STEP 1. In an attempt to resolve the grievance at the lowest level, the grievance will first be discussed with the lowest level management official who took the action or has the authority to resolve the grievance. If the grievance is not resolved, it will be pursued informally through the appropriate chain of command to the Directorate Director.

STEP 2. Grievances not resolved in Step 1 must be presented in writing to the Directorate Director within thirty (30) calendar days from the date the grievant became aware of the matter which prompted the grievance. The grievance will contain, as a minimum, the details of the grievance and the corrective action desired by the employee. The Directorate Director will present a written response to the grievance within seven (7) calendar days from the receipt of the grievance.

STEP 3. If the grievance is not resolved in Step 2, it will be submitted to the CRC within seven (7) calendar days after receipt of the Directorate Director's written answer. The CRC will, within fourteen (14) calendar days from the receipt of the grievance, schedule a hearing on each grievance.

STEP 4. If the Union or the Center is not satisfied with the final decision of the CRC in Step 3, they may, within thirty (30) calendar days from receipt of the decision, make a formal request that the grievance be submitted for arbitration in accordance with Article 16.

ARTICLE 16

ARBITRATION

SECTION 1. This Article provides for third-party decisions to be made concerning grievances which have been processed in accordance with the Grievance Process, Article 15.

SECTION 2. Only the Center or the Union may request arbitration. This request must be submitted in writing to the CRC within thirty (30) calendar days from receipt of the decision given in Step 3 of the Grievance Process.

SECTION 3. Within seven (7) calendar days from the receipt of the arbitration request, the CRC will meet to mutually select an arbitrator. If agreement cannot be reached, they will request a list of seven (7) potential arbitrators from an approved mediation service. The CRC will meet within seven (7) calendar days after receipt of the list to mutually select one of the listed arbitrators. If agreement cannot be reached, each party will alternately strike one arbitrator's name from the list until one name remains. This remaining name will be the duly selected arbitrator.

SECTION 4. The CRC will forward the issue(s) to the arbitrator. Unless mutually agreed upon, the hearing will be conducted by the parties, at the Center and during regular day- shift hours. Employees, actively participating in the hearing, will be allowed official time for regular shift hours and overtime for time extended beyond their regular shift hours.

SECTION 5. The arbitrator will render a written decision containing the facts, reasons and conclusions on the issue(s) within thirty (30) calendar days after the conclusion of the

hearing. The arbitrator will not have the authority to add to, subtract from, disregard or modify any terms of this or any other agreements made by the CRC.

SECTION 6. The arbitrator's decision shall be final and binding except as provided by law. Any dispute over the interpretation of the award will be returned to the arbitrator for an official interpretation.

SECTION 7. The arbitrator's fee and expenses will be shared equally by the parties. The per diem and travel expenses shall be paid in accordance with the Joint Travel Regulations.

SECTION 8. Any time limits in this Article may be extended by mutual agreement of the parties.

ARTICLE 17

UNION OPERATIONS

SECTION 1. RESOURCES

The Union will be provided resources as necessary to function. Resources include, but are not limited to:

a. OFFICIAL TIME

(1) Union Officials will be provided official time and travel expenses for training that benefits the Center objectives of establishing a partnership environment, i.e., training

and development that emphasizes employee participation, teaming, empowerment, conflict resolution and any other mutually beneficial training.

(2) Union Officials will be provided official time to conduct authorized business and to attend and participate in committees and teams to further partnership.

(3) The President of the Union will be allowed full time in accomplishing the responsibilities of that office.

(4) Unless the Center's mission is impaired, Union officials will be granted annual leave or leave-without-pay (LWOP) for Union business which is not otherwise covered by official time.

b. FACILITIES:

(1) The Union will be provided facilities and office equipment that are reasonable to conduct Union business efficiently, effectively and on a professional basis. After budget approval by the Commander, the funding for these resources will be provided by Code 06.

c. OFFICIAL INFORMATION:

(1) Management will provide official information requested by the Union that affects the working conditions and rights of employees. Information may include, but is not limited to, appropriate employee listings, applicable regulations, notices, instructions, committee minutes for which they are members, data base information in accordance with security procedures, E-Mail notices, Bulletin, Link, etc.

(2) The Union may use the Link, Bulletin, unofficial bulletin boards, FAX lines and E-Mail to inform unit employees of meetings and important events etc., as appropriate.

SECTION 2. REPRESENTATION/PARTICIPATION

a. The Union will be afforded the opportunity to attend and participate in all meetings, committees and boards, not excluded by law, which could affect the general working conditions of employees.

b. The Union will be afforded the opportunity to attend discussions between management and employee(s) or their representatives prior to implementation of changes concerning personnel policies and practices or any other matter which could affect the general working conditions of employees.

c. The Commander and the Union President, or their designated representatives, will meet monthly to confer with respect to personnel policy practices and matters affecting the working conditions of the employees.

d. The Union will designate a sufficient number of Union representatives necessary to conduct the business of the Local and to perform its role in the partnership.

SECTION 3. DUES WITHHOLDING

a. The Center agrees that all employees may authorize the payment of Union dues through payroll withholding. The expense of this service will be absorbed by the Center.

b. Allotments may be submitted to the Comptroller at any time. Allotted dues will be withheld from the payrolls prepared for each bi-weekly pay period. The amount to be withheld shall be the amount specified in Section A of Authorization for Allotment, SF- 1187, authorized by the employee. If the amount of the regular dues is changed by the Union, the President will notify the Center Comptroller in writing regarding changes in the rate and effective date of the amended dues structure. The amended amount will be withheld effective the next payday provided the notice has been received in the Comptroller Department at least two (2) weeks prior to payday. Only two (2) such changes may be made in any calendar year.

c. The Comptroller will terminate an allotment:

(1) if the Union loses the required recognition under the provisions of the CSRA.

(2) if the employee loses eligibility to have their dues withheld as a result of leaving the Center.

(3) if the employee has been suspended or expelled from the Union.

(4) at the beginning of the first pay period after the employee's anniversary date for revoking their dues deduction. The revocation form will only be accepted in the payroll office the two (2) weeks prior to their anniversary date. That anniversary date will be one (1) of the two (2) following dates:

(a) 1 September of each year if the current dues deduction was authorized by the employee prior to 1 September 1978.

(b) on the anniversary date of the current dues deduction authorization if the authorization was made after 1 September 1978.

d. The Union is responsible for procuring the prescribed allotment form (Standard Form 1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotment of dues, and the uses and availability of the required form as well as the provisions and procedure for revoking an authorization.

e. The Union shall promptly notify the Comptroller when a member who has authorized dues withholding is suspended or expelled from the organization.

f. The Human Relations Office will maintain a supply of revocation forms (SF-1188) and will provide such forms to an employee upon their request. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, will be accepted and acted upon even though not submitted on the form. It is the employee's responsibility to see that the written revocation is received in the appropriate office on a timely basis.

g. The Comptroller will promptly send the Union a copy of any written revocation when an employee revokes their allotment. The Comptroller will notify the Union office by telephone if the employee subsequently withdraws their SF-1188.

h. Following each pay period the Comptroller will remit the dues withheld to the Treasurer of the Union with a listing of names and the amount withheld. Withholding errors will be corrected as soon as possible but not later than three (3) pay periods after they are reported to the Human Relations Office or the Comptroller Department.

ARTICLE 18

DURATION

SECTION 1. This Agreement shall be effective the date it is signed by the Secretary of Defense or his/her designee. The Agreement will remain in effect for three (3) years.

SECTION 2. Written notice of intent to renegotiate must be given not less than ninety (90) days before, and deliberations must be concluded within ninety (90) days after the expiration of this Agreement.

3. This Agreement will continue in force while negotiations are being conducted.

APPENDIX A

EMPLOYEE BILL OF RIGHTS RECOGNIZES THE RIGHT OF EACH EMPLOYEE TO:

- EDUCATION AND TRAINING
- EXPECT CONSTANCY OF PURPOSE
- ELIMINATION OF BARRIERS
- ELIMINATION OF FEAR
- PROVIDE INPUT
- INFLUENCE CHANGE
- VALID INFORMATION
- PRIDE OF WORKMANSHIP
- RECOGNITION FOR SUPERIOR PERFORMANCE
- ADEQUATE RESOURCES TO PERFORM THE WORK

- SUITABLE WORKING CONDITIONS
- EXERCISING TEAMING
- BE TREATED HONESTLY, FAIRLY AND RESPONSIBLY
- HAVE AUTHORITY & ACCOUNT ABILITY FOR ASSIGNED WORK
- EXPECT THE SAME FROM OTHERS
- UNION REPRESENTATION

APPENDIX B

LABOR-MANAGEMENT PARTNERSHIP

AGREEMENT

As a result of the National Performance Review (NPR), President Clinton signed Executive Order (EO) 12871 to design and implement changes necessary to ensure Organizations deliver the highest quality services to the customers. One of the key provisions of the EO is Labor-Management partnering. The foremost goal of the Partnership is to achieve an effective, efficient and responsive government that works better and costs less.

We the undersigned jointly agree to enter into a new relationship which is consistent with Law and EO 12871. This Partnership involves the sharing of pre-decisional information, openness, receptiveness, mutual respect, a positive attitude and trust. The Crane Division Partnership Council (CDPC) is established as the platform to achieve this new relationship. The purpose of this Council is to foster an environment of partnership and involvement.

The CDPC will assist in the effort to reform Government, identify problems and set policy to better serve the Division's customer, mission, and employees. The Council agrees to develop a method to evaluate progress and employees' improvements in organizational performance and to negotiate over the subjects set forth in 5 USC 7106(b)(1). This can be accomplished at the Unions request or as a proposed Management action. We further agree that the Unions will be equal partners and will be afforded the opportunity for involvement at the pre-decisional stages on issues which concern the Council.

The Partnership Council will do the following:

1. Facilitate communication between the partners;
2. Provide a focus on issues that will result in the highest quality service to the customers;
3. Improve productivity and streamline operations for maximum results;
4. Provide training to enhance and facilitate the Partnership as required;

5. Work toward the continuous improvement of the quality and satisfaction of our workforce;
6. Work together to make sure a healthy and safe work environment is provided;
7. Enhance not replace collective bargaining, Collective Bargaining Agreements, and negotiated instructions/understandings;
8. Take the Union/Management Partnership seriously;
9. Work from facts instead of opinions and provide input in order to be a part of the solution;
10. Consider all sides of an issue and accept consensus as a way of making decisions;
11. Accept responsibility and be held accountable for decisions made by the Council as we become allies for change; and;
12. To be cost conscious and focus of productivity;

To this end we will make CRANE DIVISION the Division of choice for customers and the Employer of choice for our employees.

The Labor Management Partnership Council will function as follows:

This Council will discuss major issues affecting the Division's mission and morale of employees to foster a more productive and cost effective service to our customers. These are issues that potentially affect the workforce or a portion of the workforce as opposed to specific grievances or issues pertaining to individual concerns that should be addressed through other forms (i. e. negotiated grievance procedures, Center Resolution Committee at Crane Site, Mediation at Louisville site, formal negotiations, etc.). The Council will meet quarterly unless by mutual agreement, situations occur requiring the Council's immediate attention or a quarterly meeting is deemed necessary. The meeting agenda will be coordinated with the President of each Union. All parties will have an opportunity to present issues that relate to the stated objectives of the Council. The Council will identify problems that impact on the successful accomplishment of the Division's mission and will set policy pertaining to these problems. Decisions will be made by consensus.

Minutes will be kept at all Council meetings. Agreements and objectives reached by the Council will be forwarded to the appropriate organization(s), levels, or teams for appropriate action.

Impasses/Disputes that arise during implementation of policy agreed upon by the Council may be submitted to the appropriate third party resolution process after review by the Council. Impasses/Disputes over issues not originating at the Council may be submitted directly to appropriate third party resolution. Once this has been completed,

those agreements reached may be considered a part of the Collective Bargaining Agreement as appropriate and would not have to be renegotiated at the expiration of the CBA.

This Partnership Agreement will be considered a living document. Either Management or the Union may present an issue of concern relative to the operational aspects of the Council-Agreement and open it for discussion. In this regard, agreements/amendments reached by consensus will be documented in the minutes and will become part of the Agreement. A letter will be issued to all Division Managers and Union Officials/Representatives that explains this Partnership Agreement and its objectives. This letter will further encourage all Managers and Union Officials to set a tone for "partnership" within their work environment.

APPENDIX C

THE DOUGLAS FACTORS

(5MSPB 313)

A number of factors are relevant for the employer's consideration in determining the appropriateness of a penalty. Those generally recognized as relevant include the following:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. Consistency of the penalty with any applicable agency table of penalties;
8. The notoriety of the offense or its

impact upon the reputation of the agency;

9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

10. Potential for the employee's rehabilitation;

11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Signed this 23rd day of April, 1996 at the Naval Surface Warfare Center, Crane Division, Crane Site subject to approval of the Secretary of Defense.

Commander Executive Director NSWC

Crane, In NSWC Crane, In

CRC Member CRC Member

NSWC Crane, In NSWC Crane, In

Approved by the Secretary of Defense the 23rd day of April, 1996 and to be effective the 23rd day of April, 1996.

CONTRACT NOTES