

NEGOTIATED AGREEMENT
BETWEEN
PERSONNEL SUPPORT ACTIVITY
ATLANTIC

AND

AMERICAN FEDERATION of
GOVERNMENT EMPLOYEES
LOCAL 22

INDEX

ARTICLE NO.	TITLE	PAGE
	PREAMBLE	2
1	Recognition and Unit Designation	3
2	Provisions of Law and Regulations	3
3	Collective Bargaining	3
4	Rights of the Employer	4
5	Rights of the Employee	5
6	Rights of the Union	7
7	Rights of the Union Representatives	8
8	Employee-Management Communication	9
9	Merit Promotion Policy	9
10	Hours of Work	11
11	Overtime	12
12	Annual Leave	13
13	Administrative Excusal	14
14	Sick Leave	15
15	Leave without Pay	17
16	Holidays	18
17	Position Descriptions	18
18	Work Assignments and Contracting Out Of Bargaining Unit Work	19
19	Disciplinary and Adverse Actions	19

INDEX

ARTICLE NO.	TITLE	PAGE
20	Grievance Procedure	21
21	Arbitration	25
22	Reduction-In-Force	27
23	Termination During Probationary or Trial Period	28
24	Health and Safety	28
25	Training	29
26	Equal Employment Opportunity	30
27	Bulletin Boards	31
28	Beneficial Suggestions	31
29	Performance Appraisal System	32
30	Payroll Deduction of Union Dues	34
31	Publicizing of Agreement	36
32	General Provisions	37
33	Duration and Changes	38

PREAMBLE

This agreement is made by and between the Commanding Officer, Personnel Support Activity Atlantic, hereinafter referred to as the Employer, and Local 22, American Federation of Government Employees, hereinafter referred to as the Union, according to the policy set forth in Public Law 94-454 known as the Civil Service Reform Act (CSRA) of 1978, and in accordance with Presidential Executive Orders.

Now, the parties agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 101. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 102 of this Article.

Section 102. The unit of which this Agreement is applicable is composed of all GS employees employed by the Department of the Navy Personnel Support Activity Atlantic and its detachments located at Patuxent River, MD and within the cities Norfolk, Portsmouth, Virginia Beach, Virginia, excluding all professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7). Subsequent references herein to "Employee" or "Employees" is understood to apply only to eligible employees of the recognized unit represented by the Union.

Section 103. The Union recognizes the responsibilities of representing the interests of all employees in the unit concerning conditions of employment without discrimination and without regard to Union membership of employees.

ARTICLE 2

PROVISIONS of LAW AND REGULATIONS

Section 201. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, by published agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published agency policies and/or regulations required by law.

ARTICLE 3

COLLECTIVE BARGAINING

Section 301. Representatives of the Employer and the Union will meet at reasonable times to consult and/or negotiate in a good faith effort to reach agreement with respect to conditions of employment affecting employees in the unit. The obligation referred to herein does not compel either party to agree to a proposal or make a concession. Excluded are Government-wide regulations, agency regulations for which a compelling need exists, matters relating to political activities, matters relating to the classification of any position, and those specifically prescribed by law. The Union cannot seek decision on compelling need without first having requested and being denied an exception to the regulation. Subject to the provisions of subsection 7106 of the CSRA of 1978, the obligation to consult or negotiate does not include matters with respect to the mission, budget, organization, number of employees or internal security practices of the employer.

Section 302. For purposes of this agreement, consultation is defined as mutual discussion of personnel policies, programs, and procedures in an effort to reach mutual understanding or agreements relating to conditions of employment of members of the unit, which are within the discretion of the Employer. Consultation, unlike negotiation, does not involve joint decision-making and the consultation process need not necessarily result in agreement between Management officials and representatives of the Union.

Section 303. The term negotiation means the performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting employees in the unit and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached.

Section 304. Either party desiring or having a requirement to consult and/or negotiate with the other shall give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the situation, which generated the cause for discussion.

Section 305. It is agreed that the Union will be provided with an advance copy of any proposed directive which effects changes to policy, programs and procedures relating to conditions of employment currently in effect and covered by written directives or which are original directive affecting such matters. The Employer agrees to consult and/or negotiate with the Union regarding proposed changes, provided timely request is made by the Union after receipt of an advance copy of the proposed directive.

ARTICLE 4

RIGHTS of THE EMPLOYER

Section 401. Subject to provisions of subsection 7106 of the CSRA of 1978 and in accordance with the Executive Order 12871, nothing in this Agreement shall affect the authority of any management official of the Employer to determine the mission, budget, organization, number of employees, and internal security practices of the activity. In accordance with applicable laws, nothing shall affect the authority of any management official -

- a. To hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which its operations are to be carried out;
- c. With respect to filling positions, to make selections for appointments from -

(l) Among properly ranked and certified candidates for promotion: or

(2) Any other appropriate source; or

d. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 402. Consistent with security and legal requirements, the Union shall, upon request, be furnished an explanation by the Employer as to the nature and reasons for an emergency.

Section 403. The right to make rules is an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, procedures and other matters affecting conditions of employment, the Employer shall be governed by Article 3 of this agreement.

ARTICLE 5

RIGHTS of THE EMPLOYEE

Section 501. Employees have the right to form, join or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in the CSRA of 1978, such rights include 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 officials of the Employer 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 representatives chosen by employees under the CSRA of 1978;

c. To bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations, and established policies, regardless of Union membership, and is not precluded from:

(1) Being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action when such representation is not precluded by the terms of this Agreement.

Section 502. The Employer shall take such action consistent with the law or with directives as may be required in order to assure that the employees are apprised of the rights and privileges provided in the CSRA of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the Union. The parties agree that the provisions of the Agreement shall be applied fairly and equitably to all employees in the unit.

Section 503. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union organization except pursuant to a voluntary, written authorization by a unit employee who is a member of the Union for the payment of dues through payroll deductions.

Section 504. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, preferential or nonpreferential status, political affiliation, marital status, or handicapping condition.

Section 505. It is agreed that an employee desiring to visit a designated Union Representative, Human Resources Office Official, or any higher management official shall request permission of his/her immediate supervisor to do so. The employee will be released from duty to keep such an appointment provided the visit does not unduly disrupt the work schedule.

Section 506. It is agreed that an employee has the right to file a complaint, appeal, or grievance as provided under this Agreement or by CSRA of 1978 without interference, coercion or threat of reprisal.

Section 507. In accordance with the provisions of applicable law and regulation, an employee may request access to files and records kept in connection with his/her conduct and/or performance. An employee has the right to review his/her Official Personnel Folder.

Section 508. A Union representative shall be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) The employee requests representation.

If an employee in the bargaining unit requests a Union representative, management will reschedule the meeting giving the Union reasonable opportunity to be present.

Section 509. Adverse actions involving a suspension of more than 14 days, a removal, or a reduction in grade or pay, the employee will be informed in writing of his/her right to Union representation.

Section 510. The Union will be informed prior to an employee being taken for a fitness for duty examination.

Section 511. The Employer agrees that all employees have the right to a safe and non-hostile working environment.

ARTICLE 6

RIGHTS of THE UNION

Section 601. The Union, having been accorded exclusive recognition, is the exclusive representative of the employees in the unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 602. As exclusive representative, the Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other condition of employment;

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if-

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

Section 603. The Employer will keep records of meetings concerning policy decisions between Management officials and Union at the Detachment (OIC level and above however, management retains the sole discretion to assign work.) indicating dates, those in attendance, subjects discussed and decisions reached. The Employer will prepare a summary record of such meeting and will furnish a copy to the Union.

Section 604. The Employer agrees to provide the Union with a monthly listing of new employees within thirty (30) days after entrance on duty. The list will include the employee's name, duty station and office telephone number. The Union will not solicit Union membership during working hours. The Union may call the Human Resources Office for verbal confirmation regarding new employees reporting on board.

Section 605. The Union, as the representative of all employees in the unit, shall have the right and responsibility to present its views to the Employer either orally or in writing, as provided by this Agreement. This will include any matter of concern, which is appropriate for negotiations as covered by Article 3.

Section 606. At the request of the Union, the employer shall make available facilities to conduct appropriate representational duties or labor-management relation activities during duty hours.

ARTICLE 7
RIGHTS OF UNION REPRESENTATIVES

Section 701. The Employer agrees to recognize and deal with officers and authorized representatives of the Union and to encourage them to express themselves concerning the development and administration of personnel policies, new programs and conditions of employment affecting employees within the unit.

Section 702. It is agreed that the Union may appoint steward/Union Representatives as needed to assure that each employee within the unit has reasonable access to a Union Representative.

Section 703. The Union agrees to maintain with the Employer, on a current basis, a complete list of all elected officers and authorized representatives, together with the specific detachment in which each Union representative is authorized to act in behalf of the Union.

Section 704. Stewards, when leaving their work to transact appropriate representational duties or labor-management relation activities during regular working hours, shall first obtain permission from their immediate supervisors and will at that time inform their supervisors of the general nature of the business to be transacted. Upon entering a work area under the cognizance of a supervisor other than his/her own, a steward shall contact the supervisor and advise him/her of his/her presence and of the name of the employee to be contacted. Supervisory permission in these instances will be granted promptly in the absence of compelling circumstances. Stewards will normally handle matters within their cognizance below the OIC/PSA Staff Development Head level, while the appropriate Union representative will handle contacts with officials of the Employer at and above the OIC/PSA Staff Department Head level.

Section 705. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. Reasonable time will also be allowed for Union representatives to discuss, prepare and present employee's grievances and appropriate matters directly related to the work situation. Union representatives will guard against the use of excessive time in handling of such matters.

Section 706. In the event that it becomes necessary for the Employer to change any Union Officer or representative's work assignment, work shift, or basic work week, the Employer will, in keeping with 5CFR 610.1221, give the officer or representative concerned and the Union notice of such change in order that the Union may be able to make appointments or other arrangements. This notice shall include the reasons for effecting the change.

Section 707. Authorized non-employee representatives of the Union will be allowed to visit the activity at reasonable times on appropriate representational duties or labor-management relation activities, subject to applicable security regulations. Such visits shall be cleared in advance through the Human Resources Office of the Employer.

Section 708. The Employer agrees that employees assigned/elected as officers or representatives of the Union may use the desk and telephone facilities (including fax machines), except for toll calls, normally assigned to them incidental to their duties, for handling employee grievances and complaints as authorized by Agreement and appropriate regulations.

Section 709. The Union agrees that their representatives and stewards will be scheduled for indoctrination with respect to the CSRA of 1978 and other applicable regulations and procedures. as well as the provisions of this Agreement.

Section 710. The parties agree that the Employer reserves the right to maintain records of all time spent on representational functions by unit employees. The Union will cooperate with the Employer in this regard. It is not intended that such records will be utilized in a manner that would adversely affect an employee in a promotional action or performance rating.

ARTICLE 8

EMPLOYEE-MANAGEMENT COMMUNICATION

Section 801. It is agreed and understood that effective communication between management and the individual employee is essential to the effective accomplishment of the mission of the Activity.

Section 802. The Personnel Support Activity will not communicate in writing directly with bargaining unit employees through surveys and questionnaires regarding conditions of employment without prior written notification to the Union. This includes all written questionnaires and surveys from all agencies.

ARTICLE 9

MERIT PROMOTION POLICY

Section 901. The policy in the Navy is to utilize employee skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. In accordance with the Navy's policy, the Employer agrees to select and promote the best-qualified employee available, to encourage a high level of employee performance and satisfaction, and to strive to retain all capable employees.

Section 902. To ensure that all employees will have better opportunities to be considered for a vacant or newly established position and the activity will have greater assurance that the best qualified employee is selected for a position, the following procedures will be used within this unit, when it is determined that the Merit Staffing Program will be used to fill the vacancy:

- a. Some positions may be filled competitively without formal vacancy announcements. Selections for promotion may be made without formal competition when the area of consideration is small enough that all potential candidates are known to the selecting official. When this method is used, the selecting official must evaluate each candidate fairly and equitably.
- b. When Management identification of candidates is not used, the CHART inventory process is used for competitive merit staffing recruitment. Job vacancy announcements are generally no longer posted on the Human Resources Center -East's website nor are they sent to the command for posting. Vacancies are pulled from an inventory so all employees are encouraged to have an updated resume in the CHART system to ensure consideration for job vacancies.
- c. Eligible applicants from other sources of recruitment may be considered concurrently with unit eligibles applying for promotion and will be evaluated against the selection criteria in accordance with applicable regulations.

Section 903. Except where alternatives are provided in the Employer's Merit Promotion Program, competitive promotion procedures apply to filling a position with known promotion potential by reassignment, transfer, reinstatement or change to lower grade.

Section 904. The Employer and the Union agree to encourage all employees within the unit to familiarize themselves with the provisions of the Merit Promotion Program. It is agreed to encourage them to strive for self-improvement factors that are considered by selecting officials when they choose between competing candidates for a promotion and to encourage them to compete for positions for which they desire to be considered and for which they believe themselves qualified. Employees are encouraged to ensure that their qualifications are a matter of record in their Official Personnel Folder by periodically reviewing the folder to ensure that it includes up-to-date records of their experience, education, part-time experience, training courses or seminars, awards received or similar data that may reflect improvement in their qualifications.

Section 905. Evaluation criteria shall be established which shall provide a sound basis for evaluating knowledge, skills, abilities and personal characteristics that an employee should possess to be successful in the position. All competitive applicants for a particular vacancy will be evaluated under the same criteria. Prior to changing such criteria, as a prelude to the announcement of a new promotion list, there shall be a careful and thorough review of the basis for such changes to ensure that the new material will provide consistency and include the requirements of the positions to be filled and the future needs of the organization.

Section 906. Criteria used in selection process shall be based upon the duties, responsibilities and those characteristics of greatest importance to the vacant position against which candidates' capabilities for successful performance can be measured. All candidates certified will be evaluated under the same

methods. The recommending official or panel may review applications, personnel folders, interview candidates or employ any other reasonable means in arriving at the final recommendation for promotion.

Section 907. Grievance appeals from an assigned rating under the Merit Promotion Program will be processed in accordance with the Negotiated Grievance Procedure, Article 20. Nonselection for promotion from among a group of properly rated and certified candidates does not constitute grounds for a grievance.

Section 908. An employee's most recent performance appraisal will be used to evaluate candidates who apply for vacancy announcements through the Merit Promotion Program. Appraisals will be completed and discussed in accordance with the procedures outlined in Chapter 430 of the Human Resources Manual.

Section 909. Repromotion is to a grade or level or intervening grade or level held without contingency and from which demoted for reasons other than personal cause. Any employee may be repromoted, under this provision, to a position of known promotional potential only if demoted or separated from a position of equal or higher grade than the anticipated full performance level of the position to which promoted.

Section 910. A bargaining unit employee demoted without personal cause, that is, without misconduct or inefficiency on his/her part not at his/her request, will be given all rights and benefits afforded by appropriate regulations.

Section 911. Details of unit employees will be made in accordance with applicable rules and regulations.

ARTICLE 10

HOURS of WORK

Section 1001. The basic workweek will consist of five 8-hour days, normally Monday through Friday, except for those employees whose services are determined by the Employer to warrant other basic workweeks.

Section 1002. The basic workweek, which consists of the scheduled days and scheduled hours (shift hours) within each scheduled day for each regular shift, is promulgated by the Employer in accordance with applicable regulations. Employees and the Union will be notified in advance where possible of any changes in the basic workweek of a regularly established shift, except when the mission would be seriously handicapped or that costs would be substantially increased.

Section 1003. The Employer agrees that unit employees will be notified of any change in the basic workweek and/or shift hours. Notice will be provided in advance where possible.

ARTICLE 11

OVERTIME

Section 1101. Management reserves the right to assign overtime. Overtime work assignments shall be distributed as fairly as practical among qualified employees within the overtime work area and in accordance with the Fair Labor Standards Act. Assignment of overtime will be based on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. This section does not preclude the assignment of overtime to employees from outside the work area. Records of overtime worked by the employees shall be maintained by the Employer to ensure equitable distribution of overtime among all employees within a particular group.

Section 1102. Employees assigned to overtime work will be given as much advance notice as possible of such assignment except when the employer would be seriously handicapped in carrying out its function or that costs would be substantially increased. This section also applies to emergency situations requiring immediate action outside and/or beyond regular working hours or to employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish the emergency requirement.

Section 1103. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work involved. Where overtime is required to complete a project or work assignment already in progress, the employee or employees involved will be considered first for overtime assignment. Individual employees will not be forced to work overtime against their express desire as long as full requirement can reasonably be met by other employees willing to work. Management will reserve the right to decide that full requirements are not met by the available employees. In the event full requirements are not met, management will direct individual employees to work as required. During overtime assignments, which extend more than 2 hours beyond the normal eight-hour day or on a weekend, affected employees so assigned shall be permitted to eat on the job while in a pay status providing such employees can eat without unduly interrupting or suspending the work effort.

Section 1104. Any employee who is called back to work at a time outside of and unconnected with his scheduled hours of work within his basic workweek to perform unscheduled overtime work shall receive at least two (2) hours call-back overtime pay, including any night differential and/or additional pay to which he is entitled, in accordance with applicable pay regulations and CSRA of 1978, even though the period of time worked may be extremely brief, and regardless of the number of times the employee is called back during the same day, and even if his/her services cannot be utilized when he/she reports to work.

Section 1105. All overtime declined shall be treated as overtime worked for purposes of determining the overtime distribution.

Section 1106. Employees shall not be required to perform any work or duty before or after their scheduled work hours without being compensated for such work or duty.

ARTICLE 12

ANNUAL LEAVE

Section 1201. Employees shall earn annual leave in accordance with applicable laws and regulations. An employee's request for annual leave shall be granted provided the request is submitted with reasonable advance notice and workload and manpower requirements permit the absence. Approval of annual leave for emergency leave reasons will be granted on an individual case basis. When a request for annual leave has been denied, the employee will be notified of the reasons for denial.

Section 1202. All annual leave will be handled on a "first-come, first-served" basis. All approved leave is subject to rescheduling or cancellation by the Employer due to unforeseen conditions or unexpected changes in workload. An employee will only be recalled from leave in progress as determined by the Commanding Officer or Officer in Charge, however, management retains the sole discretion to assign work.

Section 1203. The Employer will make a reasonable effort to schedule annual leave for vacation purposes consistent with the manpower and workload requirements as determined by the Employer, provided reasonable advance notice is given by the employee. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee.

Section 1204. During periods of forced leave, providing work for employees without sufficient annual leave to cover the period will be reviewed on a case-by-case basis.

Section 1205. Workload permitting, any employee having annual leave to his credit may apply for and such leave with pay may be approved, for any work day which occurs on a religious holiday associated with the religious faith of the employee.

Section 1206. Employees who are absent due to a personal emergency shall notify their immediate supervisor or next higher-level supervisor in case the immediate supervisor is absent, to request annual leave as soon as possible, but no later than one (1) hour from beginning of the employee's first scheduled workshift. If extenuating circumstances prevent an employee from meeting the above requirement, exceptions will be made on a case-by-case basis.

ARTICLE 13

ADMINISTRATIVE EXCUSAL

Section 1301. Each Union representative will be granted reasonable hours administrative excusals for Union sponsored training relating to matters within the scope of the CSRA of 1978 when such training is considered to be of some benefit to the Government. Requests for official time will be submitted in writing to the Commanding Officer, Personnel Support Activity, Atlantic along with an agenda of the training schedule.

Section 1302. When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, fires, floods or other natural phenomena, all employees who report for work and whose services are not specifically required, may be excused for the remainder of their work shift as authorized by applicable regulations.

a. When activities of the Command are curtailed due to adverse weather conditions, all designated employees will be administratively excused from duty for the remainder of the workday. Employees will be notified promptly by their respective supervisors. If weather conditions prior to normal duty hours necessitate curtailing activities, notice will be promulgated by local radio and television stations as soon as possible prior to the beginning of the workday.

b. When administrative leave is authorized at the beginning of the work shift, all employees who report for work will be excused without charge to leave for that portion of the shift for which excusal is authorized, provided their services are not essential. Those employees schedule to work and not reporting for work may be granted administrative leave if their failure to report was caused by an emergency condition, (e.g., local and state authorities declare a curfew and direct people to stay off the roads). All other absences will be charged to the appropriate leave, depending on the circumstances involved.

Section 1303. The Employer agrees, work load permitting, to excuse employees within the unit who donate under the Navy Blood Donor Program. Such excusal will be for the amount of time necessary to donate blood, but will not normally exceed four (4) hours.

Section 1304. When an employee is under summons to serve-on a jury, or to qualify for jury service, time lost from his normal work schedule for the purpose will be charged to Court leave and the Employer will pay him/her in accordance with applicable regulations.

Section 1305. In the event an employee is summoned for jury duty or as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party, he/she shall be excused for such duties and paid in accordance with current regulations. The employee will present to the Employer a signed jury service certification or other satisfactory evidence of time served on such duties, immediately upon return to duty following his release from jury service.

Section 1306. Employees are entitled to reimbursement for various types of jury service in accordance with appropriate Federal and State laws. When Employees are not entitled to reimbursement, fees and allowances must be turned in to the Comptroller, with certification of service rendered.

Section 1307. The Employer agrees that employees under official orders for two-weeks of Annual Training duty will be granted Military Leave in keeping with current regulations.

Section 1308. It is agreed that employees will be encouraged to exercise their right and privilege as Americans to vote in all national, state, and local municipal elections or referendums. Administrative excused time may be given eligible employees for the purpose of voting in these elections or referendums. In this connection, each request for administrative leave shall be acted upon individually. Administrative leave shall be granted for voting for that length of time which will permit employees three (3) hours after the polls open, or three (3) hours before the polls close, whichever requires the lesser amount of time off. Employees whose voting residence is from 40 to 80 miles from their place of employment will be excused for a period not to exceed four (4) hours after the polls open, or four (4) hours before the polls close, whichever requires the lesser amount of time off. If the employee's voting residence is beyond 80 miles but not more than 120 miles from their place of employment, administrative leave will be granted for that length of time which will permit the employee five (5) hours after the polls open, or five (5) hours before the polls close, whichever requires the lesser amount of time off. Those employees, whose place of employment and voting residence is beyond 120 miles, shall be considered on an individual basis. Voting arrangements requiring administrative leave will be made with the employee's immediate supervisor prior to election day to prevent undue interruption to normal work operations.

ARTICLE 14

SICK LEAVE

Section 1401. 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 it will be available to them in case of extended illness.

Section 1402. Sick Leave, if available will be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, or pregnancy or confinement, or for medical, dental or optical examination or treatment; or when the employee's presence on the job would jeopardize the health of others because of exposure to a contagious disease which requires isolation, quarantine or restriction of movement for a particular period as prescribed by local health authorities, or the employee is required to receive treatment as a disabled veteran or take a physical examination on behalf of the Military Reserve. Sick leave will also be granted under current and/or future provisions of the Family and Medical Leave Act and 5 CFR, Section 630.401.

Section 1403. Employees may be required to furnish medical certificate to substantiate request for approval of sick leave, to include instances where management has given official written notice to an employee requiring medical certification for each absence from work allegedly due to incapacitation for duty. In all cases when an employee is required to submit a medical certification of each absence allegedly due to incapacitation for duty, the attendance record of the employee with respect to sick leave, will be reviewed at least every six (6) months by the supervisor issuing the requirement. The employee will be notified in writing of the determination to continue or discontinue the requirement for medical certification following such review.

Section 1404. Unearned sick leave, not to exceed a total of thirty (30) days, may be advanced in accordance with applicable regulations under the following conditions:

- a. The absence is for a serious illness or disability extending for six (6) or more days.
- b. The Employee furnished acceptable written evidence from his/her physician that he/she will be able to return work on a permanent basis.
- c. The employee has not established a pattern of sick leave abuse.

Section 1405. Sick leave as necessary shall be granted to the extent due and accrued for medical, dental or optical examination or treatment. Sick leave for these purposes shall be submitted for approval in advance, with minimum amounts of leave requested.

Section 1406. It is the responsibility of the employee to personally notify his supervisor or next higher supervisor by telephone or other means as soon as possible, but in any case not later than one hour from the beginning of employee's first scheduled workshift on his first day of absence that he/she is incapacitated for duty. If extenuating circumstances prevent such notification, exceptions will be made on a case-by-case basis. Employees released from work because of illness shall be subject to the foregoing reporting requirement on the following workday if still incapacitated. When any absence due to illness extends from one workweek into another, the employee shall notify the supervisor or next higher supervisor on the first day of the second week and of each week thereafter until his return to duty, in the absence of a medically documented return date.

Section 1407. Employees who, because of illness, are released from duty, 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 Sections 1403 and 1406 of this Article and applicable regulations.

Section 1408. Application for Leave (Standard Form 71) maintained by the Detachment Timekeeper shall be made available to the supervisor of the employee, the employee and, the employee's Union representative if requested by the employee.

Section 1409. It is agreed that the Employer has the right to require that an employee furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty on the following basis:

a. There is a discernible pattern of unannounced sick leave absence or there is other reasonable evidence that the employee has abused sick leave privileges within the previous twelve (12) months, and

b. The employee has been issued a letter of requirement that he/she must furnish a medical certificate for each absence which he/she claims was due to illness. The written notice will not be filed in the employee's official personnel folder. The Employer agrees to review at least every six (6) months the sick leave record of each employee who has been issued a letter of requirement concerning a medical certificate. If such review reveals that the employee has not abused sick leave privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required because of absence claimed due to illness of three (3) days or less.

Section 1410. It is agreed that employees within the Unit, who are injured while on duty and such injury necessitates the employee's absence from work, shall be counseled on the provisions of the Federal Employee's Compensation Act, upon request. Such counseling can be obtained from the Human Resources Office.

ARTICLE 15

LEAVE WITHOUT PAY

Section 1501. Employees may be granted leave without pay (LWOP) in accordance with applicable laws and regulations whenever, workload permits. A period of leave without pay shall not exceed one (1) year for each application.

Section 1502. Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of LWOP as necessary to accept temporary Union positions to attend Union activities. Such requests will be submitted, as far in advance as possible but in no case less than three (3) working days prior to the date the LWOP is to begin. These requests may be approved provided workload and manpower requirements permit.

Section 1503. The Employer recognizes the obligation to return an employee to duty at the expiration of a period of approved LWOP in the position and rate of pay to which entitled by applicable regulations.

Section 1504. The Employer also recognizes the reduction-in-force placement and retreat rights of an employee on approved LWOP in the position and rate of pay to which entitled by applicable regulations.

Section 1505. Employees in an approved leave without pay status will accrue all rights with respect to retirement status and coverage under the Federal Employee's Group Life Insurance. Employees will be advised of their right for continued participation in the Federal Employee's Health Benefits Program while in a LWOP status.

Section 1506. Employees who are dependents of military personnel and are required to relocate due to spouse change of station orders are entitled to a period of leave without pay (LWOP) not to exceed ninety (90) days to protect continuity of employment. This LWOP will be granted only when the dependent expresses an intent to seek federal employment at the new location, and the dependent's work performance has been satisfactory.

Section 1507. Employees accepting full time positions as Union representatives may be granted leave without pay in one-year increments.

ARTICLE 16

HOLIDAYS

Section 1601. 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. Holidays designated by Executive Order shall be observed as regular holidays.

ARTICLE 17

POSITION DESCRIPTIONS

Section 1701. The Classification and Compensation Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher Navy authority. In any case where action is proposed to modify a Position Description within the unit to the extent that either the title, series, grade, or qualification requirements may affect the position, it is agreed that an appropriate management official of the Employer will discuss the proposed change with the employee concerned prior to the effective date of the change. If the employee desires, a Union representative may attend the meeting with him/her.

Section 1702. Position descriptions will describe the major duties and responsibilities of the position. It is recognized that the duties reflected in the Position Description are not intended to be a step-by-step verbatim detail of all elements required to accomplish the job, therefore Position Descriptions will not contain the generic statement "and other duties as assigned."

Section 1703. An employee within the unit who believes that his/her position is improperly classified shall have the right to appeal the classification in writing in accordance with the provisions of the HRSC-East Operating Manual, Chapter 511, Subchapter 6. The employee may be represented by a Union representative in presenting his/her appeal.

Section 1704. An employee in the unit who believes that his/her position is improperly classified shall have the right to appeal in accordance with applicable statutory procedures. The employee may submit to his/her supervisor a request that the supervisor review the duties assigned in the Position Description. The supervisor may obtain assistance from HRO, Norfolk, in resolving the problem. Where the problem is not resolved in this manner, the employee can file a classification appeal.

Section 1705. The Employer agrees that every employee is entitled to and must be furnished an accurate and current copy of his/her official Position Description. The Employer further agrees to furnish the employee a copy of any amendment to his/her Position Description.

Section 1706. The Employer agrees that the Union may review the Position Description of any employee within the unit in consultation with appropriate management officials when the Position Description is pertinent to specific complaint.

ARTICLE 18

WORK ASSIGNMENTS AND CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1801. It is understood that the Employer has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the Employer. The Employer and the Union recognize that contracting for services by the Employer is subject to certain restrictions imposed by laws and regulations having government-wide applications.

Section 1802. The Employer will give the Union as much notice as possible in advance of contracting actions which may adversely affect employees in the bargaining unit. The Employer agrees to minimize displacement action where practicable.

ARTICLE 19

DISCIPLINARY AND ADVERSE ACTIONS

Section 1901. It is the policy of the Employer to take disciplinary/adverse action for just cause to correct the behavior of the offending employee and maintain discipline and morale among other employees. It is agreed that corrective action should be consistent in implementation. Prior to issuing formal actions, informal actions such as oral admonishments, letters of admonishments, and letters of caution will be considered. Remedies for disciplinary offenses will, in general, range from the minimum to the maximum indicated. In unusual circumstances, depending on mitigating or aggravating factors, a remedy outside the

general range may be imposed. In considering past offenses in determining a remedy, oral and written admonishments may not be counted as prior offenses. These actions are nongrievable. The counseling and correcting of employees shall be accomplished in private except in those instances where group counseling and correcting of employees is required.

Section 1902. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) calendar days or less. Employees will be notified of their right to grieve such actions. For actions relating to suspensions of fourteen (14) days or less the following procedures will apply:

a. The employee will be given advance written notice stating the specific reasons for the proposed action.

b. The employee may respond to the proposed notice orally and/or in writing and furnish affidavits and other documentary evidence in support of his/her answer within fifteen (15) calendar days of receipt of the proposed notice. The employee may request an extension of time in which to reply.

c. An employee may be represented by an attorney or Union representative.

d. A written decision will be issued and the specific reasons for that decision at the earliest practicable date.

Section 1903. Adverse actions are defined as removals, suspensions of more than fourteen (14) calendar days, reductions in grade or pay, and furloughs of thirty (30) days or less. For actions relating to adverse actions the following procedures will apply:

a. At least 30 days advance written notice, will be given to the employee (unless the crime provision is invoked) stating the specific reasons for the proposed action.

b. The employee may respond to the proposed notice orally and/or in writing and furnish affidavits and other documentary evidence in support of their answer within fifteen (15) calendar days of his/her receipt of the proposed notice.

c. The right to be represented by an attorney or a Union representative.

d. A written decision and the specific reasons supporting that decision at the earliest practicable date following receipt of the employee's oral/written response.

Section 1904. The employer agrees that letters of reprimand will be removed from an employee's official personnel records and destroyed after two (2) years from the date the letter is issued. Letters of Caution will not be made a part of the Official Personnel Folder and will have a reckoning period of one (1) year

from the date of issue.

Section 1905. If disciplinary/adverse action is contemplated, it is the Employer's responsibility to ascertain and document all pertinent facts of the case prior to making a final decision to initiate. Due consideration shall be given to factors supporting the employee's position such as performance and conduct record.

Section 1906. The Employer agrees that if a pre-action investigation indicates that disciplinary action appears warranted, the employee will be advised of his/her rights to representation in any further proceedings concerning the matter under investigation. An employee under investigation will not be questioned in any manner until he/she has been advised of his/her rights. If an employee requests representation, no questioning will take place until the Union has been given a reasonable opportunity to be present. However, a Union representative shall have the right to be present in an observer status during further discussion as a representative of the unit.

Management will take necessary steps to notify the Union of such meetings.

Section 1907. Copies of the proposed disciplinary/adverse action; the answer of the employee, if written; a summary if oral; the notice of decision and reasons for effecting a suspension, if appropriate, together with all supporting material shall be maintained by the Employer.

Section 1908. Disciplinary actions taken against unit employees shall be grievable only through the negotiated grievance procedures contained in this Agreement, including arbitration.

Grievances must be filed within fifteen (15) calendar days following effective date of the action.

Section 1909. In appeals of adverse actions an employee in the unit may choose the negotiated grievance or the statutory appeals procedure, but not both. An employee shall be deemed to have exercised his/her option to raise the matter under either a statutory or negotiated procedure at such time as he/she timely initiates an action under one of those procedures whichever occurs first. Selection of the negotiated procedures shall not preclude the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to 5 USC 7702 in the case of any personnel action that could have been appealed to the Board.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 2001. Purpose. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2002. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee.

b. By the union concerning any matter relating to the employment of any employee.

c. By any employee, the Union or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of a collective bargaining agreement

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

d. Except that it shall not include a grievance concerning:

(1) Any claimed violation in connection with prohibited political activity.

(2) A suspension or removal under 5 U.S.C. 7532

(3) Matters concerning retirement, life insurance and health insurance.

(4) Matters concerning any examination, certification or appointment of candidates for initial Federal employment.

(5) The classification of any position, which does not result in the reduction in grade or pay of an employee.

(6) Adoption or rejection of beneficial suggestions not within the discretion of the CO, disapproval of Special Achievement Awards or other discretionary awards.

(7) Quality step increases.

(8) Nonselection for promotion from among properly ranked and certified candidates or from any other appropriate source.

(9) Fitness-for-duty examination decisions.

Section 2003. Any employee or group of employees using this procedure will be represented by an individual appointed or approved by the Union except in situations where the employee desires to represent himself/herself and indicates this choice in writing, thereby absolving the Union of any further obligation to represent the employee. It is agreed and understood that the employee in any case is not entitled to invoke Arbitration. The Union shall be given the opportunity to have an observer present to ensure that any adjustment(s) are not inconsistent with the terms of this Agreement

Section 2004. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes on grievability or

arbitrability may be referred to arbitration as the threshold issue in the related grievance.

Section 2005. If the basis for the employee's grievance is an action or decision of an official of the Employer above the immediate supervisor, the grievance shall begin at the appropriate level where the decision can be made and the grievance resolved.

Section 2006. Grievances involving alleged Merit Promotion Policy violations or rating or making determinations will be processed in the following manner:

a. In the informal procedure in lieu of the aforementioned procedure, the grievance/complaint will be taken up with the Staffing Specialist at HRSC-East in an attempt to resolve the issue within 15 calendar days after receipt of the Notice of Rating. The Staffing Specialist will respond within 15 calendar days.

b. In the formal procedure, the employee and/or employee's representative must serve HRSC-East Code 50, in writing, within 15 calendar days after receipt of response from Staffing Specialist, with a grievance concerning a rating under the HRSC East Merit Promotion Policy.

c. If the matter is not resolved, the issue may be referred to Arbitration as outlined in Article 21.

Section 2007. The following grievance procedure applies to all eligible employees in the unit and the Union:

Step 1. Informal. An employee and/or the cognizant Union steward shall first take up the complaint informally with the immediate supervisor, except letters of reprimand and suspensions, which will begin at Step 2. The immediate supervisor will make every reasonable effort to resolve the complaint making whatever investigation he/she considers necessary including meeting with the employee and/or steward in an attempt to resolve the complaint. The supervisor must give his/her answer within five (5) working days after the date of the discussion at which the complaint was presented. It is anticipated that most grievances will be settled at this informal level.

Step 2. Formal

a. If satisfactory settlement is not reached at Step 1, the employee or the President of Local 22 or his/her designee may submit the grievance in writing to the appropriate official with the authority to resolve within five (5) working days of the immediate supervisor's informal decision. The written grievance shall contain sufficient detail to identify the grievance, date of informal (Step 1) discussion, date of informal decision, and name of person who rendered the informal decision. The written grievance must also state the corrective action desired. The appropriate official with the authority to resolve shall meet with the employee and/or his/her Union representative within five (5) working days of receipt of the written grievance and shall render a decision in writing within five (5) working days of the meeting.

b. If no satisfactory settlement is reached in Step 2.a, the employee or the President of Local 22 or his designee may submit the grievance in writing to the next level appropriate official with the authority to resolve within five (5) working days of the decision taken in Step 2.a by the appropriate official. The written grievance shall contain sufficient information to identify the grievance, dates of the Step 1 and Step 2.a. decision, the names of the persons rendering the decisions and the corrective action desired. The appropriate official will meet with the employee and/or his/her Union representative within five (5) working days of receipt of the written grievance and shall render a decision in writing within five (5) working days of the meeting.

Step 3. If no satisfactory settlement is reached between the parties in Step 2.b., the grievance may be submitted to the Commanding Officer. The grievance must be in writing and filed within seven (7) working days after receipt of the decision of the appropriate official. The Commanding Officer or his/her designee shall arrange to meet with the employee and his representative within seven (7) working days after receipt of the grievance and shall render a decision on the grievance within seven (7) working days of the meeting. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to Arbitration.

Section 2008. At any step of this grievance procedure, the Employee/Union and the Employer may call a reasonable number of relevant witnesses. Witnesses employed by the activity shall suffer no loss of pay for such service, provided they are otherwise in an active duty status. The parties shall upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or government policy for the purpose of substantiating the contentions of claims of the parties. Any witness offering direct testimony is subject to cross-examination by the opposing party.

Section 2009. Failure of the Employer to meet the time limits above shall permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance unless there are extenuating circumstances, which justify extending the time limits.

Section 2010. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee shall not cast any reflections on his/her standing with his/her supervisor or on his/her loyalty and desirability to the organization, nor shall the grievance be considered as a reflection on the employee's supervisor.

Section 2011. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved) the Employer will call the aggrieved employees together and the Union will select one case for processing under the grievance procedure. The employee will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made part of the record of the case selected for processing and when a decision is made on the grievance, each employee

will be individually notified. The Employer agrees to take prompt action to settle the grievance. The Employer shall give the President AFGE Local 22 his/her written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to Arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 2012. All time limits herein may be extended by mutual agreement of the parties.

Section 2013. A grievance to be valid for processing under this Agreement shall be taken up with the appropriate representative of the Employer within fifteen (15) calendar days after the occurrence and or knowledge of the matter in which the grievance arose. Grievances initialed after the 15-calendar day time limit shall not be presented nor considered at a later date.

Section 2014. The Negotiated Grievance Procedure set forth in this Article shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 2004 of this Article.

Section 2015. An aggrieved employee affected by removal, furlough, reduction in grade, or pay or suspension of more than fourteen (14) days, may at his/her option raise the matter wider a statutory appellate procedure or the Negotiated Grievance Procedure, but not both. For the purposes of this Section and pursuant to Section 7121 (e)(1) of the Civil Service Reform Act, an employee shall be deemed to have exercised his/her option wider this Section only when the employee files a timely notice of appeal wider the appellate procedure or files a timely grievance in writing under the Negotiated Grievance Procedure, whichever occurs first.

Section 2016. Grievances over the interpretation or application of this agreement may be submitted in writing by the President of AFGE Local 22 directly to the Commanding Officer. The Commanding Officer or his/her designee shall meet with the President of AFGE Local 22 within ten (10) working days after receipt of the grievance. The Commanding Officer or his designee shall give the President of AFGE Local 22 his written answer within ten (10) working days after the meeting. If the grievance is not settled by this method the Union may refer the matter of Arbitration.

ARTICLE 21

ARBITRATION

Section 2101. If the Employer and Union fail to reach a satisfactory settlement on any grievance processed in accordance with Negotiated Grievance Procedure, such grievance may, upon written notice by the Union or Employer, be referred to arbitration. Either party may invoke arbitration by serving appropriate notice to the other party. Such request must be served to the other party not later than twenty-five (25) calendar days following the conclusion of the last step of the grievance procedure. It is agreed

and understood that only the Parties to this agreement can invoke arbitration.

Section 2102. Within five (5) working days from the date of receipt of the arbitration notice, the Parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Union and the Employer will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 2103. The arbitration hearing shall be held during the regular day shift hours of the basic workweek. Witnesses at the hearing shall suffer no loss in pay. The hours of work for shift employees will be changed to conform with the arbitration hearing.

Section 2104. The arbitrator's fees and expenses, to include the initial filing fee, shall be paid by the non-prevailing party. In a split decision each party shall pay one half of the fees and expenses of the Arbitrator. A verbatim transcript will be made of all arbitration hearings if requested and will be paid for by the requesting party. In the event hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be shared equally by the Employer and the Union. Further, the Employer and the Union share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 2105. If the Parties fail to agree on the submission of a joint stipulation of the issue, each shall submit a separate statement of position regarding the issues involved. The arbitrator shall then hear all the issues submitted by each of the Parties.

Section 2106. The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) days after the due date of the post-hearing briefs unless the Parties agree otherwise. The arbitrator shall not change, alter, modify, delete, or add to the provisions of the Agreement as such right is the prerogative of the Parties only.

Section 2107. The arbitrator's award shall be binding on the Parties. However, either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Council. Such exception must be initiated within thirty (30) calendar days of the date of service of arbitrator's decision. In the absence of such written notification within the specified time limit, it is understood that the award will be binding.

ARTICLE 22

REDUCTION-IN-FORCE

Section 2201. The Employer agrees that prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Union shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken and the reason for the reduction-in-force. The Union will render its assistance in communicating to the employees the reasons for the reduction-in-force.

Section 2202. The Employer agrees that in order to minimize the impact of any reduction-in-force, existing vacancies will be filled to the extent practicable through placement of qualified employees who might otherwise be affected by the reduction-in-force action. Subject to the exceptions as provided in applicable regulations, an employee may elect to take a change to lower grade in lieu of separation.

Section 2203. It is agreed that the Employer, to the extent consistent with manpower requirements, will make a reasonable effort to reassign qualified employees whose positions are eliminated due to automation or adoption of labor saving devices.

Section 2204. The bumping and retreat rights of employees affected by reduction-in-force shall be governed by applicable CSRA of 1978, Office of Personnel Management regulations and Navy Department directives.

Section 2205. Any career or career-conditional employee who is separated as a result of reduction-in-force shall be placed on the DoD Stopper list, on the Reemployment Priority list and such employees shall be given preference for reemployment in accordance with applicable laws and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered a permanent position.

Section 2206. Acceptance of a temporary position by an employee on the Reemployment Priority List will not affect his status on the List or his eligibility for reemployment in a permanent position.

Section 2207. In the event a reduction-in-force is implemented, the employee affected shall have the right to review retention registers relative to his case. At the employee's request he/she may be accompanied by a Union representative when reviewing applicable retention registers.

ARTICLE 23

TERMINATION DURING PROBATIONARY OR TRIAL PERIOD

Section 2301. When management decides to terminate an employee serving a probationary or trial period because his/her work performance and/or conduct fails to demonstrate his/her fitness or qualifications for continued employment, the employee shall be notified in writing. Any termination will be accomplished in accordance with 5 CFR 315.

ARTICLE 24

HEALIBAND SAFETY

Section 2401. The Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the Employer and Union recognize their respective obligations to assist in the prevention, correction and elimination of all hazardous and unhealthy working conditions and practices.

Section 2402. The Employer will ensure that industrial health programs are conducted to assist employees in maintaining optimum health while on the job. In the course of performing their regularly assigned work, all employees are encouraged to be alert to unsafe practices, equipment and conditions as well as environmental conditions in their immediate area, which constitute industrial health hazards. If an unsafe or healthy condition is observed, the employee or employee's representative should report it to the employee's immediate supervisor. If the safety questions are not settled by the immediate supervisor, the matter will be referred promptly to the Division Head for resolution. In the event resolution is not attained at this level the employee or employee's representative may refer the matter to the Officer-in-Charge for disposition.

Section 2403. It is agreed that all employees shall be encouraged to report all accidents immediately, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services 10 employees.

Section 2404. It is agreed and understood that employees who attend safety meetings, including union representatives, will be in a duty status for the duration of the meeting.

Section 2405. When a workplace inspection is conducted by OSHA or NAVOSH, the Union shall be invited to participate. During the course of any such inspection, any employee(s) may bring to the attention of the inspector any unsafe or unhealthy working conditions.

Section 2406. The employer will ensure there will be no application of insecticides and other like chemicals during working hours in the individual and or common areas of the workspace of union employees. If the individual and or common areas require application of insecticides and or other like

chemicals during scheduled working hours, the employees may be excused with pay by the granting of administrative leave.

Section 2407. The employer and union agree that recognizing, minimizing and coping with stress are essential parts of employee wellness. The employer will make every effort to provide annual training on stress reduction.

Section 2408. The employer and the union agree that all employees are entitled to work in an environment containing safe and healthful air quality. If facilities are thermostatically controlled, temperatures will be set between 68 degrees during the heating season, and 75 degrees during the cooling season. Lacking thermostats, the employer will make every effort to maintain the workspaces within these temperature guidelines.

Section 2409. The employer agrees to make every effort to provide annual training in the safe and healthful operation of all computer equipment. The training will include but not be limited to instruction in the proper use of computer equipment, ergonomics, and aids to reduce injury.

Section 2410. The employer shall ensure there is reasonable access to a first aid kit for employees at each detachment.

ARTICLE 25

TRAINING

Section 2501. It is the employer's policy to plan and provide continuous training, development, and career planning of civilian employees required for mission accomplishment. Every employee in the PERSUPPACT Atlantic network will have training record established by the supervisor to plan and track accomplishment of training requirements.

Section 2502. The employer may conduct job-related training to assist employees in meeting the requirements of their position. Employees will receive equal consideration to participate in training consistent with their job assignment and/or work experience.

Section 2503. Identification of training needs will be accomplished annually through preparation and/or update of the Individual Development Plan (IDP). Supervisors will be responsible for ensuring IDPs are completed for every employee under their supervision. IDPs will be a joint effort between supervisors and employees to define goals, assess current knowledge and skills, and identify and document training needed to accomplish goals. There will be direct correlation between the training identified on IDPs and training being provided/received.

Section 2504. Training records will be reviewed by the supervisor on a quarterly basis to ensure training identified is being accomplished or the plan amended as necessary. The training petty officer (or designee) will review all training records periodically to ensure supervisory reviews are being conducted.

Section 2505. Training records will be used in conjunction with performance reviews and evaluations. To assist in improving performance, Individual Development Plans will be updated and/or revised to identify training needed to improve individual areas being rated and/or overall performance.

Section 2506. Requests for reimbursement for local travel in conjunction with training must be approved in advance of the training. Local mileage for directed training will be paid in accordance with current travel regulations if government transportation cannot/is not provided.

Section 2507. Employees directed to attend training at a site other than the normal workplace will not normally be required to report to the workplace before or after the training if the training site is closer than the workplace and the training is at least 6 hours of duration.

Section 2508. All employees, regardless of title, series and/or grade will be eligible to participate in the Civilian Leadership Development Program.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

Section 2601. The Employer and the Union strongly endorse the principles and objectives of the Equal Employment Opportunity (EEO) Program set forth in applicable laws and government- wide regulations. This includes support of Federal Women's program, Hispanic Program, and Upward Mobility Program.

Section 2602. It is the policy of the Employer to ensure that through the program of continuing affirmative action, equal opportunity in every aspect of employment policy and practice is afforded to all qualified persons, and to prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental handicap, marital status, political affiliation, or reprisal for having filed a previous discrimination complaint.

Section 2603. Unit employees who feel that they have been or are the victims of discrimination because of race, color, religion, sex, age, national origin, physical or mental handicap shall have the right to pursue such matter(s) in accordance with applicable laws and regulations. Such employees shall have the right to representation at each stage of the complaint proceedings including meetings with the EEO counselor.

Section 2604. The Union will be afforded the opportunity to submit names for consideration for Equal Employment Opportunity Counselors. If appointed by the Employer, the individuals must meet the criteria established by the program and will receive training as required by CPI 713.

Section 2605. The Union shall be informed of, and have the right to be present, at all meetings, consultations, and dealings with other groups or associations, which concern personnel policies, practices, or matters affecting working conditions of employees covered by this agreement. An exception may be made if the group requesting the meetings objects to the Union's presence. However, if the Union is not present, the meeting may not assume the character of formal consultation, and may not extend to areas where recognition of the interest of one employee group may result in discrimination against, or injury to the interest of other employees.

ARTICLE 27 BULLETIN BOARDS

Section 2701. The Employer agrees to provide space on an existing unofficial bulletin board within each PSA/PSD for posting of Union notices. Material shall be subject to review by the Employer.

Section 2702. The Employer agrees to provide access to the Local Area Network (LAN) Bulletin Board for establishment of a Union Folder. Union representatives will have access to place notices and general union information in the folder. All employees will have read only access.

ARTICLE 28 BENEFICIAL SUGGESTIONS

Section 2801. Employees in the unit shall be encouraged to participate in the Beneficial Suggestion Program. It is the desire of the Employer and the Union that all beneficial suggestions and cost reduction ideas be processed in a timely and expeditious manner, and every reasonable effort will be made to ensure such processing. It is further agreed that an employee who encounters a delay in receiving a final decision on the adoption or rejection of a submitted beneficial suggestion should refer the matter to his immediate supervisor who in turn will make every effort to resolve the problem by contacting the Human Resources Office.

Section 2802. Employees shall be encouraged to discuss their ideas with their immediate supervisor. The immediate supervisor will aid and assist employees in preparing suggestions upon request of the employee.

Section 2803. Rejection of all beneficial suggestions will be made in writing and suggestors will be afforded an opportunity, if he/she desires, to see the completed file on his/her suggestion. He/she may be accompanied by an Union representative. A suggestor may request reconsideration of a decision involving the merits and values of his/her contribution. The request must be in writing, contain the justification or basis for the request and be submitted to the Human Resources Office within thirty (30) days after the decision, which prompted the request.

Section 2804. The Employer agrees that if an employee can substantiate a bona fide claim to a previously submitted suggestion that had not been accepted and is later accepted by another employee's suggestions, the initial suggestor will also receive equal recognition and reward. The period of consideration shall be for two (2) years.

Section 2805. Recognition under the Incentive Awards Program will be a factor in ranking and selecting employees who otherwise meet requirements for promotion in accordance with 5 USC 3362.

ARTICLE 29

PERFORMANCE APPRAISAL SYSTEM

Section 2901. It is agreed that work performance of bargaining unit employees will be appraised by the procedure listed in this Article. This does not preclude the additional evaluation of an employee's performance required under other procedures such as supervisory appraisals in competitive placement actions or training programs. It is also agreed that performance requirements (critical elements and performance standards) used to appraise performance must be consistent with the duties and responsibilities contained in the employee's official Position Description and applied in a fair, consistent, and reasonable manner. Performance standards will, to the maximum extent feasible, permit accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the system. A performance standard is the expressed measure of the level of achievement established by Management for the duties and responsibilities of a position or group of positions. Performance standards may include, but are not limited to, factors such as quantity, quality and timeliness.

Section 2902. Appraisals of employee's job performance will be made at least annually, in writing. An appraisal period must be of at least ninety (90) days duration. The results of performance appraisals will be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees. The use of appraisal results will be consistent with the methods identified in the PSA, Atlantic, Program.

Section 2903. Critical elements and performance standards will be reviewed and approved at the beginning of the appraisal period. Employees may bring concerns regarding the performance elements and/or standards to the attention of the reviewing official. Critical elements and performance standards will be discussed with each employee at the start of each appraisal period. A copy of the critical elements and performance standards will be given to the employee at the beginning of the appraisal period.

Section 2904. Critical elements will be consistent with the duties and responsibilities of the job. Performance standards will be identified for each critical element. A critical element is one of sufficient importance that performance below the minimum standard established by Management requires remedial action and denial of a within-grade increase, and may be the basis for reassignment, removal or reducing the grade level of the employee. Such action may be taken without regard to performance on other

Elements of the job. Remedial action will be taken any time an employee's performance is found to be below the fully successful level. The action will, as a minimum, be the counseling of the employee, and may also include training, closer supervision, reassignment, reduction in grade, or removal. The counseling will provide employees with information on their performance and how it may be improved. If an employee's performance causes an adverse action to be initiated, the employee will be appraised of his/her rights to Union representation. The Employer agrees to provide an employee who receives a proposed notice of removal or reduction in grade based on performance an extra copy that may be given to the Union, if the employee so desires.

Section 2905. At least one progress review will be conducted at approximately the mid-point of the appraisal period, for the purpose of reviewing the employee's work progress during the appraisal period. Progress reviews also provide an opportunity for the supervisor to update the critical elements and performance standards. If modification of critical elements and/or performance standards is needed, the immediate supervisor will discuss changes with the affected employee(s). Employees will be counseled when a pattern of below fully successful performance is identified. Assistance will be provided to employees in their efforts to improve to fully successful performance. The employee will be informed of the time period necessary to demonstrate fully successful performance (30 to 120 days depending on the nature of the position) and if a within-grade of increase is being withheld.

Section 2906. At the end of the appraisal period, the employee's performance will be evaluated and rewarded by comparing the employee's actual performance with the established performance requirements. Factors which are beyond the control of the employee will be considered before a rating is assigned. The supervising official will discuss the basis for the rating with the employee, and the employee will be given a copy of the appraisal.

Section 2907. An employee may grieve a performance appraisal rating in accordance with Article 20.

Section 2908. The Performance Appraisal Form will list the critical elements for the appraisal period and the performance standard for each critical element. The HRO Norfolk form 12430/2 will be used for this purpose.

Section 2909. When it is determined that an employee's within-grade increase must be withheld based on performance, the supervisor will inform the employee concerned, in writing, in accordance with applicable regulations, of the decision to either delay or deny the increase.

Section 2910. When an employee's within grade increase is withheld as a result of unacceptable performance, the affected employee may request the matter be reconsidered in accordance with 5 CFR 531.410. Specific points for reconsideration may be handled as follows:

- a. An employee in the unit may request reconsideration in accordance with applicable regulations. Such regulations provide that requests for such reconsideration must be submitted in writing by the employee within fifteen (15) calendar days after receipt of the written notification that the increase has been denied. Reviewing officials designated to reconsider an employee's request will be OICs/PSA Staff Department Heads however, management retains the sole discretion to assign work. The employee may present the reasons why he believes the decision should be reconsidered, either orally or in writing.

b. An employee in the unit may be represented by the Union during the reconsideration process.

c. If, upon reconsideration, the determination is favorable, the employee shall be entitled to compensation at the higher rate, retroactive to the date on which the step increase was due. If the determination is unfavorable, the employee is entitled to grieve the matter in accordance with Article 20 of this Agreement.

d. When a negative determination has been sustained, the supervisor will review the employee's performance every sixty (60) days following the original due date for the purpose of ascertaining if performance has reached a level acceptable for granting a within-grade increase. After it has been determined that the employee has demonstrated sustained performance at an acceptable level of competence, within-grade increase will be granted.

ARTICLE 30

PAYROLL DEDUCTION OF UNION DUES

Section 3001. The Employer will deduct Union dues in accordance with applicable regulations from the pay of employees who voluntarily request such dues deduction and who are bona fide members in good standing of the Union.

Section 3002. An employee may authorize an allotment from his pay to cover Union dues (the regular, periodic amount required to maintain the employee in good standing) provided he is a member of the Union in good standing or has signed up for membership in the Union subject to payment of his first month's dues through voluntary allotment; his net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment; and the employee has no other allotment in effect with the Employer for payment of dues to any other employee organization of which he is a member.

Section 3003. The Union will purchase and distribute Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to its members. The Treasurer of the Union will receive Standard Form 1187 from its members, certify the current amount of the Union's regular dues to be deducted each bi-weekly pay period, and deliver the completed forms to the Human Resources Office of the Employer.

Section 3004. The Human Resources Office of the Employer will ensure that the member is employed in the unit and promptly deliver forms to the Payroll Office. Allotments will take effect on the first pay period beginning after receipt by the Payroll Office of the employer of the properly executed Standard Form 1187.

Section 3005. If the amount of the regular dues is changed, the Union will certify in writing, such change in the amount of the dues to the Payroll Office of the Employer. Upon receipt of this certification, the Payroll Office will withhold the certified amount of the dues beginning on the first complete pay period for which the deductions are made after receipt in the Payroll Office, or a later date if requested by the Union. Changes in the amount of Union dues shall not be made more frequently than once in a six (6) month period.

a. Any such change in the amount of the allotment of such employee per bi-weekly pay period shall become effective not later than three (3) weeks following receipt of the notice of change in the Payroll Office or a later date if requested by the Union. Changes in the amount of any Union dues shall not be made more than once in a six (6) month period except: for those enrolled in the Dental Plan.

b. An employee who has registered a dues withholding allotment under the multi-level dues structure for dues without the Dental Plan benefits may increase their allotment to cover the Dental Plan without being subjected to the waiting period defined in Section 3008. An employee with dues and Dental Plan who wishes to cancel the Dental Plan portion of their allotment may do so after the plan has been in effect for one (1) full year. They may not cancel their basic Union dues until the regular anniversary date.

Section 3006. Within five (5) working days after each bi-weekly pay day, the Payroll Office of the Employer will furnish the Union a summary, in duplicate, which will identify the Union, list the name of each employee member of the Union who has authorized a voluntary allotment, the amount of each member's deduction for Union dues, at no cost to the Union for providing the withholding service, and the total amount remitted to the Union.

Section 3007. The Employer will arrange for the Disbursing Officer to remit to the Treasurer of the Union within five (5) working days after each bi-weekly pay day, a check made payable to the Union covering the total amount due to the Union.

Section 3008. An employee in the unit may file a dues allotment revocation at any time by submitting, in duplicate, a properly executed Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," (or a suitable substitute) to the Labor Relations and Employee Relations Department of the Human Resources Office. Any such revocation of a dues allotment under this Section shall become effective only at the beginning of the first full pay period following the anniversary date on which the employee authorized his/her dues withholding. Any such revocation request must reach the Labor Relations and Employee Relations Department in sufficient time to allow forwarding the request for receipt by the servicing Payroll Office not later than the first day of the month in which the anniversary date for the individual's dues allotment occurs. Immediately upon receipt of any such revocation request, the Employer shall forward the original of such request to the servicing Payroll Office and the duplicate to the President of the Union.

Section 3009. An allotment will be automatically terminated with the beginning of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Separation of the employee for any reason.
- c. Transfer of the employee outside a unit in which the Union has been given exclusive recognition.
- d. Upon notification by the Union that the employee has been expelled or for any reason ceases to be a member in good standing.

Section 3010. The Union shall notify the Payroll Office of the Employer promptly in writing when any member of the Union who has authorized an allotment is suspended, expelled, or for any reason ceases to be a member in good standing.

Section 3011. This Article will continue in full force and effect for as long as the Union continues to be recognized by the Employer on an exclusive recognition basis for the employees involved. It may be amended or modified from time to time by mutual consent of the Employer and Union as may be required to appropriately reflect changes made in the regulations and directives pursuant to which it was negotiated.

ARTICLE 31

PUBLICIZING of AGREEMENT

Section 3101. After review and approval of the Agreement in its entirety by the Department of Defense, the Employer will coordinate the printing of the contract.

Section 3102. After the Agreement becomes effective, the Employer will provide copies to each unit member as soon as practicable. New employees will receive a copy of this Agreement from Management. The employer will maintain sufficient copies of the professionally printed original agreement for distribution.

ARTICLE 32
GENERAL PROVISIONS

Section 3201. The Employer agrees to furnish the Union a complete and up-to-date listing of employees annually. Each such list shall include the name and work location of each employee. Supervisors, professional employees, and civilian personnel employees will be so indicated.

Section 3202. The Employer agrees that any employee within the unit who contemplates retirement in the immediate future shall, upon request, be afforded retirement counseling to ensure that the interests of the employee are protected. Alternative retirement plans for which the employee is eligible shall be explained. The employee may be accompanied by a Union representative. Any employee who contemplates retirement shall be referred to the HRSC-East by his supervisor for information and counseling.

Section 3203. Employees within the unit will not be canvassed in regards to a matter subject to negotiations or consultations unless by mutual agreement of the Employer and the Union.

Section 3204. The Employer agrees that the Union may use a designated room in Building A-48, Naval Station, after working hours for the purpose of holding Union meetings.

Section 3205. If an employee is to be served with a warrant or subpoena, it will be done in private when practicable.

Section 3206. An employee who has sustained an on-the-job injury will be required to perform duties only to the extent and limitation prescribed by competent medical authority.

Section 3207. The Union agrees to support the Navy Blood Donor, Savings Bonds, Combined Federal Campaign and other public service programs. The Union further agrees to support the Substance Abuse Prevention Program. The problem of alcoholism or drugs is recognized as one in which both Parties have an obligation.

Therefore, the Parties agree to counsel and encourage employees to seek aid and/or medical treatment for those individuals identified as having an alcohol or drug problem.

Section 3208. The employer agrees that Base Facilities Requirements will be kept current for all facilities. The employer will identify all administrative space requirements to include work areas, storage areas, and personal convenience areas.

Section 3209. Any proposed change to space requirements, layout and/or utilization will be presented to the union under the conditions of employment provisions. No change will be implemented prior to conclusion of negotiations.

Section 3210. Each detachment will have a designated area with adequate space, tables, and chairs to eat lunch. This space will be dedicated, and designated as an employee lunch area each work day from the hours of 1100 to 1300 and will not be used for any other purpose during these hours. This space will contain the proper refuse containers to enable users to police their trash. If mission requirements preclude use of the designated area, employees will be authorized to utilize their workspace.

ARTICLE 33

DURATION AND CHANGES

Section 3301. This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval by the Department of Defense. It is agreed that either party may submit to the other party notification of intent to commence negotiations of a new Agreement or a renewal of this Agreement not more than 120 days nor less than sixty (60) days prior to the expiration date of this Agreement. If neither party serves notice to renegotiate this Agreement in accordance with the foregoing, and the Agreement conforms to applicable laws and regulations, the Agreement shall be automatically renewed in one (1) year increments.

Section 3302. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to openings only as follows:

a. Amendment(s) may be required because of changes made in applicable Laws, regulations, or instructions after the effective date of this Agreement. In such events, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, regulations, or instructions. Such amendments as agreed to and approved by the Department of Defense will be duly executed by both parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. It may be opened for amendment(s) at the mutual consent of either party at any time or at the request of either party on the anniversary date of this Agreement. Request for such amendment(s) proposed by either party must be in writing and must include a summary of the amendment(s) proposed. Both parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request. If the parties agree that opening is warranted on any such matter(s) they shall proceed to negotiate on amendment(s) to same. No change(s) shall be considered except those bearing directly on the subject matter(s) agreed to by both parties. Such amendment(s) as agreed to will be duly executed by the parties.

c. It shall be opened for amendment(s) upon the written request of either party made within thirty (30) calen days after receipt by either party of any order, instruction, or regulations of the Office of Personnel Management, Department of Defense, or Department of the Navy which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendment(s) proposed will make reference to the appropriate order, regulation, or instruction upon

which each such amendment(s) request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3303. Any amendment(s) agreed upon by the parties shall be reproduced by the Employer and distributed on the same basis as set forth in this Agreement.

Section 3304. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union, and approved by the Department of Defense.

Section 3305. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 3306. It is agreed that when negotiations are required to amend or supplement this Agreement, a Memorandum of Agreement will be jointly issued by the Employer and Union, in accordance with provisions of CPI or applicable regulations. Arrangements will be made by appropriate OICIPSA Staff Department Head however, management retains the sole discretion to assign work to meet the requirements of the Memorandum of Agreement and employees concerned will be notified.

Section 3307. The provisions of CSRA of 1978, shall apply ID all supplemental, implementing, subsidiary or informal agreements between the Employer and the Union.