

FEDERAL LABOR RELATIONS AUTHORITY  
BOSTON REGION

U.S. Department of the Navy  
Atlantic Ordnance Command  
Detachment Earle Colts  
Neck, New Jersey  
(Activity/Petitioner)

AND

American Federations of Government Employees, AFL CIO  
Local 1659  
(Incumbent/Labor Organization)

BN RP-02-0051

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DECISION AND ORDER ON PETITION

July 19, 2002

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I. Statement of the Case

A petition was duly filed under section 7111(b)(2) of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. § 7111(b)(2) and section 2422.1(b) of the Federal Labor Relations Authority's Rules and Regulations (the Regulations), 5 C.F.R. § 2422.1(b). In its petition, the U.S. Department of the Navy, Atlantic Ordnance Command, Detachment Earle, Colts Neck, New Jersey (the Petitioner or the Activity) seeks to amend the certification granted to the American Federation of Government Employees, AFL-CIO, Local 1659 (the Union) to reflect a change in the name of the Activity.

Pursuant to the provisions of section 7105(e)(1) of the Statute, the Authority has delegated its powers in connection with the subject case to me in my role as Regional Director. Based on my investigation and the parties' agreement, I conclude as follows.

II. Facts

On February 18, 1998, in Case No. BN-RP-70049, the Union was certified as the exclusive representative for certain employees of the Department of the Navy, Weapons

Support Facility Yorktown, Detachment Earle, Colts Neck, New Jersey which was the successor employer of the Naval Weapons Station Earle, Colts Neck, New Jersey for the following unit.

INCLUDED: All permanent and term non-professional employees employed by the Weapons Support Facility Yorktown. Detachment Earle, Colts Neck, New Jersey.

EXCLUDED: Professional employees, management officials, supervisors, temporary employees (intermittent employees when employed), and employees described in 5 U.S.C. § 7112 (b)(1), (2), (3), (4), (6) and (7).

Effective October 1, 1998, the name of the Weapons Support Facility Yorktown, Detachment Earle, Colts Neck, New Jersey was changed to the Atlantic Ordnance Command, Detachment Earle, Colts Neck, New Jersey.

The parties agree and stipulate that the 1998 change to the Activity's name did not change the organization or the basic mission of the Activity, the supervisory levels or the scope or composition of the bargaining unit. The parties further agree and stipulate that the Union continues to represent the approximate 55 bargaining unit employees in the above-described unit and that this unit continues to be appropriate for collective bargaining.

The parties also agree and stipulate that the Activity's name change is solely a technical or nominal change that does not effect the dealing with, nor the efficiency of the operations of the Activity. Thus, there has not been any change in the parties' labor management relationship due to this name change. Labor relations continues to be handled in the same manner and there has been no change in how the collective bargaining agreement is administered.

The parties agree that the unit description will be amended<sup>1</sup> as follows to reflect the current name of the Activity.

INCLUDED: All permanent and tern non-professional employees employed by the Atlantic Ordnance Command, Detachment Earle, Colts Neck, New Jersey.

EXCLUDED: Professional employees, management officials, supervisors, temporary employees (Intermittent employees when employed), and employees described in 5 U.S.C. § 7112(b)(1), (2), (3), (4), (6) and (7).

In addition, the parties have waived their right to a hearing in this matter and their right to file an application for review pursuant to section 2422.31 of the Rules and Regulations.

### III. Analysis and Conclusions

An amendment of recognition or certification petition is intended to accommodate a nominal or technical change of an activity or exclusive representative. Department of Defense, Office of Dependent's Education and Overseas Federation of Teachers, 15 FLRA 493 (1984). See Naval Aviation Depot, Naval Air Station Alameda, California and International Association of Machinists and Aerospace Workers Lodge 1584, AFL-CIO, 47 FLRA 242 (1993) (Proposed amendment to the name of the Activity was merely a nominal or technical change that accurately reflected the current name of the Activity and did not otherwise alter the nature and scope of the bargaining unit.)

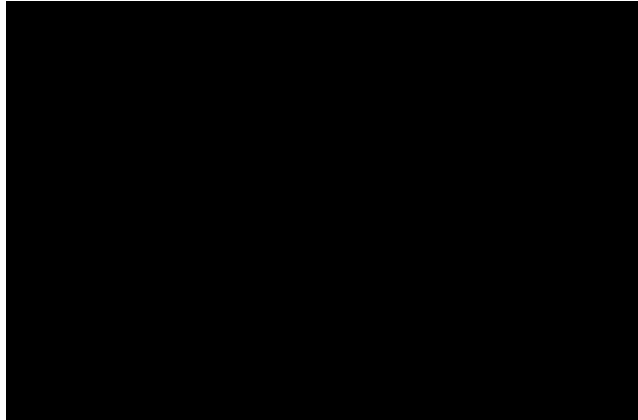
Applying the above case law, I find in the circumstances of this case and noting the parties' stipulation, that the certification granted to the American Federation of Government Employees, AFL-CIO, Local 1659 on February 18, 1998 in Case No. BN-RP- 70049 as the exclusive representative should be amended as requested. In this regard, the record shows the name change of the Activity was a technical, nominal change that did not effect the dealings with, nor the efficiency of the operations of the Activity. Thus, there has not been any change in the parties' labor management relationship due to the name change. The Activity's organization has not been affected. and the nature and scope of the bargaining unit remains unchanged.

Having found that the exclusive bargaining unit should be amended, as requested by the Petitioner, and that the Activity's name change was technical in nature, and the parties having waived a hearing in this matter and waived their right to file an application for review pursuant to section 2422.31 of the Authority's Rules and Regulations, pursuant to the authority vested in the undersign,

IT IS ORDERED that the certification granted to the American Federation of Government Employees, AFL-CIO. Local 1659 should be amended as follows:

INCLUDED: All permanent and tern non-professional employees employed by the Atlantic Ordnance Command, Detachment Earle, Colts Neck, New Jersey.

EXCLUDED: Professional employees, management officials, supervisors, temporary employees (Intermittent employees when employed), and employees described in 5 U.S.C. § 7112(b)(1), (2), (3), (4), (6) and (7).



Attachments: Amendment of Certification  
Service Sheet



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

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U.S. DEPARTMENT OF THE NAVY  
ATLANTIC ORDNANCE COMMAND  
DETACHMENT EARLE  
COLTS NECK, NEW JERSEY  
(Activity/Petitioner)

AND

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, AFL-CIO, LOCAL 1659  
(Incumbent/Labor Organization)

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Case No. BN-RP-02-0051

AMENDMENT OF CERTIFICATION

Pursuant to Section 2422.1 of the Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification granted to the American Federation of Government Employees AFL-CIO, Local 1659 on February 18, 1998 in Case No. BN-RP-70049. The petitioner seeks to amend the certification to change the name of the Activity from the Department of the Navy, Weapons Support Facility Yorktown, Detachment Earle, Colts Neck, New Jersey to the U.S. Department of the Navy, Atlantic Ordnance Command, Detachment Earle, Colts Neck, New Jersey.

On July 19, 2002, I issued a Decision and Order finding that the certification may be amended as requested.

The parties waived their right to file an Application for Review. Pursuant to the authority vested in me as Regional Director,

I ORDER that the certification granted to the American Federation of Government Employees, AFL-CIO, Local 1659 on February 18, 1998 in Case No. BN-RP-70049, as the exclusive representative of the following unit of employees:

Included: All permanent and term non-professional employees employed by the Weapons Support Facility Yorktown, Detachment Earle, Colts Neck, New Jersey.

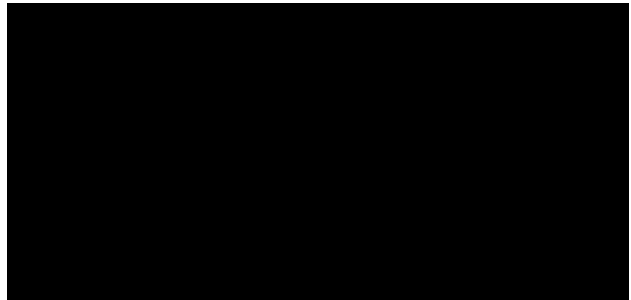
Excluded: Professional employees, management officials, supervisors, temporary employees (intermittent employees when employed), and employees described in 5 U.S.C. § 7112(b)(1),(2),(3), (4), (6) and (7).

be amended by changing the name of the Activity from the Department of the Navy, Weapons Support Facility Yorktown, Detachment Earle, Colts Neck, New Jersey to the U.S. Department of the Navy, Atlantic Ordnance Command, Detachment Earle, Colts Neck, New Jersey. The amended unit is described as follows:

Included: All permanent and term non-professional employees employed by the Atlantic Ordnance Command! Detachment Earle, Colts Neck. New Jersey.

Excluded: Professional employees, management officials, supervisors, temporary employees (intermittent employees when employed), and employees described in 5 U.S.C. § 7112(b)(1), (2), (3), (4), (6) and (7).

Dated: July 19, 2002



CERTIFICATION OF SERVICE

I certify that on this date copies of the **DECISION AND ORDER ON PETITION** and **AMENDMENT OF CERTIFICATION** in **Case No. BN-RP-02-0051** were sent to the following parties:

CERTIFIED MAIL

[REDACTED]

REGULAR MAIL

[REDACTED]

Dated:

October 19, 2002

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PREAMBLE

Pursuant to the policy set forth in the Civil Service Reform Act of 1978 and Title VII thereof, and regulations required by law or by regulations of appropriate authorities, the following articles constitute an Agreement by and between Naval Weapons Station Earle, Colts Neck, New Jersey 07722, hereinafter referred to as the "Employer" and Local 1659, American Federation of Government Employees, AFL-CIO, Colts Neck, New Jersey, hereinafter referred to as the "Union".

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve efficient administration of the Federal Service and the well being of its Employees, the Union, representing the bargaining Unit, will participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, and to provide an amicable discussion and adjustment of matters of mutual interest to the Command of the Naval Weapons Station Earle, Colts Neck, New Jersey, and the Union.

WHEREAS subject to law and paramount requirements of public service, effective labor-management relations within the Federal Service require a clear statement of the rights of obligations of the Union and the Employer.

NOW, THEREFORE, the parties hereto agree to the following:

## ARTICLE I

### RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all Employees in the Unit, as defined in Section 2 below, and the Union recognizes the responsibilities of representing the interests of such Employees, without discrimination and without regard to labor organization membership, with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions.

Section 2. The Unit established for the purpose of exclusive recognition includes all Employees of the office of the Employer except:

Professional Employees Station  
Fire Fighter Management Officials  
Supervisors  
Temporary Employees (Intermittent employees when employed) Personnel Technicians

Reference hereafter to "Employee" or "Employees" will be understood to apply only to Employees of the Unit represented by the Union.

## ARTICLE II

### PROVISIONS OF LAW AND REGULATIONS

Section 1. This Agreement is subject to the provisions of applicable existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Navy Department policies and regulations in existence at the time the Agreement was approved, and changes thereto as required by law or by regulations of appropriate authorities.

Section 2. The Employer and the Union agree to abide by the Standards of Conduct for labor organizations and management as directed by law or regulation.

Section 3. Past Practices. It is agreed and understood that any prior benefits and practices and understandings which were in effect on the effective date of this agreement and which are not covered by this agreement and do not detract from it shall not be changed except in accordance with 5 USC 71.

ARTICLE III  
MANAGEMENT RIGHTS

Section 1.

A. It is agreed that management officials of the Employer retain the authority in accordance with Civil Service Reform Act of 1978 and applicable rules and regulations.

1. To determine the mission, budget, organization, number of employees and internal security practices of the agency; and

2. In accordance with applicable laws -

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

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

C. With respect to filling positions, to make selections for appointments from -

1. Among properly ranked and certified candidates for promotion; or

2. Any other appropriate source; and

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

E. Nothing in this section shall preclude the agency and the labor organization from negotiating -

1. At the election of the Employer, on the number, types, and grades of Employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. Procedures which management officials of the Employer will observe in exercising any authority under this Section; or

3. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Section by such management officials.

ARTICLE IV  
RIGHTS OF EMPLOYEES

Section 1. Each Employee has the right freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from such activity and each Employee shall be protected in the exercise of this right. The right to assist the Union extends to participation in management of the Union and acting for the Union in the capacity of a Union representative, including representation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

Section 2. Nothing in this Agreement will require an Employee to become or remain a member of this labor organization except pursuant to a voluntary, written authorization by an Employee for the payment of duties through payroll deductions.

Section 3. If an Employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other Employees.

Section 4. If at any time an Employee is being questioned by a supervisor or management official and/or he believes that his rights are being threatened, he has an absolute right to request that his/her Union representative be present.

Section 5. Employees will be treated with dignity and will not be admonished publicly.

Section 6. Personal Rights. Employees shall have the right to direct and/or fully pursue their private lives and personal beliefs without interference, coercion, or discrimination by the employer so long as such activities do not conflict with job responsibilities and law, rule, or regulation. Examples are:

- a. Employees will have access to their personnel records.
- b. Secret records will not be maintained on employees.
- c. Employees have the right to timely compensation and paycheck.
- d. Employees have the right to engage in voluntary activities.
- e. Employees will not be expected to obey unlawful orders.
- f. Employees may exercise First Amendment Rights.

The standard of nexus shall apply to all of the above, except as provided for in Executive Order 12564, "Drug Free Federal Work place".

ARTICLE V  
UNION RIGHTS

Section 1.

A. The Union is the exclusive representative of the Employees in the Unit and is entitled to act for and negotiate Agreements covering all Employees in the Unit.

B. All Unit Employees will be represented without discrimination and without regard to membership.

Section 2. The Union shall be given the opportunity to be represented at:

A. Any formal discussion between one or more representatives of the Station and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policies or practices or other general condition of employment, or;

B. Any examination of an Employee in the Unit by a representative of the agency in connection with an investigation if:

1. the Employee reasonably believes that the examination may result in disciplinary action;

2. the Employee requests representation.

Section 3. Orientation for New Employees. The Union will be afforded the opportunity to make a 20 minute presentation during each orientation session for new employees. Management will provide the union with notice of the date, time and place at the time the orientation is scheduled. The Union official making the presentation will be allowed official time, if otherwise in a duty status, to make the presentation. The Union should inform the personnel office in advance of the presentation so necessary arrangements can be made for the union official's absence from duty. The Union may leave its literature in a location where the employee's leaving the orientation have access to the materials.

ARTICLE VI  
MATTERS APPROPRIATE FOR NEGOTIATION AND CONSULTATION

Section 1.

A. It is agreed that the Employer and the Union, or their representatives, shall meet at reasonable times and negotiate in good faith with respect to changes in personnel policies and practices and matters affecting working conditions that are not prescribed by this Agreement, so far as may be appropriate under applicable laws and regulations, including policies set forth in the Federal Personnel Manual; and published agency policies and regulations issued at headquarters level or a level of a primary national subdivision. The Union shall have consultation rights in the following areas:

B. Be informed of any substantive changes in conditions of employment proposed by the agency, and shall be permitted reasonable time to present its views and recommendations regarding the changes.

C. If any views or recommendations are presented, the agency shall consider the views and recommendations before taking final action on any matter with respect to which the views or recommendations are presented and provide the Union a written statement of the reasons for taking final action.

D. It is further agreed that the obligation to negotiate does not include Employer Rights contained in Article III of this Agreement.

Section 2. The point of contact between the Union and the Employer for the purpose of discussing questions which may arise concerning the general administration or interpretation of this Agreement shall normally be: For the Union, the President or such person as may be designated; for the Employer, the Head, Labor/Employee Relations Division or such person as may be designated. The normal points of contact for grievances shall be in accordance with the grievance procedures as defined in Article XII.

## ARTICLE VII

### DURATION OF AGREEMENT

#### Section 1.

A. The Agreement shall remain in full force and effect for two (2) years from the date of its approval by the Secretary of the Navy, and shall be automatically renewed from year to year thereafter, not to exceed three (3) years, unless either party gives written notice of its desire to terminate or modify the Agreement.

B. Such notice must be presented to the other party not more than ninety (90) days nor less than sixty (60) calendar days preceding date of expiration of Agreement. Negotiations under this

Section shall commence not later than fifteen (15) calendar days after receipt of written request.

Termination of this Agreement will not in and of itself terminate the recognition granted the Union. However, this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the Civil Service Reform Act of 1978.

Section 2. This Agreement, except for its duration period as specified above, is subject to amendment as may be required because of changes in applicable laws or regulations after the effective date of this Agreement. In such event the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or regulations. Amendments to this Agreement, as agreed upon by the parties, are subject to approval by the Secretary of the Navy.

Section 3. The parties further agree that if, during the term of this Agreement, a petition is filed with the Federal Labor Relations Authority by the American Federation of Government Employees (AFL-CIO) for a larger unit of Employees or a consolidation of Units for collective bargaining purposes, and such petition includes Employees covered by this Agreement, this Agreement will not act as a bar to such petition.

Section 4. The provisions of this agreement which conflict with a national agreement shall expire on the date the national agreement goes into effect; all other items of this agreement remain in effect.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Employees of the Unit will not be canvassed by the Employer in regard to any matter subject to negotiation unless approved by mutual agreement of the Employer and the Union, unless if directed by law, regulation, or higher authority, and subject to the Union challenging the compelling need. It is further agreed that the Employer will not accept petitions from Unit Employees regarding personnel policies, practices, and procedures, and conditions of employment.

Section 2. New Employees hired in positions in the Unit will be advised of the contractual relationship between the Employer and the Union and will be furnished a copy of the Agreement and any supplemental agreements thereto as soon as possible.

Section 3. It is agreed that the Employer, at the request of the Union, will provide for adequate facilities, as available, for

official meetings of the Union during non-duty hours. Management will provide the Union with office space, including a telephone, and the Union will be responsible for all toll calls.

## ARTICLE IX LOCAL REPRESENTATION

Section 1. Management recognizes twelve (12) designated Union representatives, a president, executive vice-president, and one Chief Steward on appropriate matters of grievance or potential grievances. As required, changes in the number of representatives shall be negotiated as a Memorandum of Agreement.

### Section 2.

A. Employee Union representatives will be allowed reasonable time, as necessary, in accordance with regulations in the conduct of Labor-Management relations involving the administration of this agreement. Such activities by representatives shall be engaged in without any loss in pay or benefit of any kind. In all cases where it is necessary for the Union representative to leave his/her assigned place of work, permission will be requested from his/her immediate supervisor and an entry made in a log established for this purpose. Union representatives will be required to complete the following items in this log: date of the request, their name, location to which they wish to go, general nature of their business, and estimated duration of absence. If the supervisor denies the request, he/she will note the reason and sign the log. For approved requests, the supervisor will sign and log the departure and return times of the Union representative. In all cases representational duties will be conducted promptly. Upon return to normal duties, the Union representative will notify his/her supervisor. The Union will be provided copies of the log at the end of each quarter.

B. Permission will be granted unless a need requires the presence of the Union representative or the Employee(s) at agency tasks which he/she is then performing. In any situation, in which management asserts the existence of a need which would delay the Union representative's or the Employee's use of time as contained in this Article, all time limits and actions shall be automatically extended for a time equal to the length of the delay.

Section 3. The Union shall be represented at meetings with officials of the Employer to discuss appropriate matters of mutual interest. Union representatives will obtain permission from their immediate supervisor prior to leaving their assigned work site. The above requirements will not apply when local representatives attend meetings called by management. Solicitation of membership and activities concerned with internal management of the Union such as



membership meetings, campaigning for office, and the conduct of elections will not be conducted on Government time.

Section 4. The Union shall supply the Employer, in writing, a complete list of all authorized Union representatives and changes thereto as they occur.

Section 5. Upon adequate notice to the Commanding Officer, via the Supervisory Labor Relations Specialist, non-employee Union representatives shall be admitted to the Station for the purpose of ascertaining whether this Agreement is being observed by the parties or for assisting in the adjustment of grievances, participation in Labor Relations, or internal Union meetings. However, such officers or representatives of the Union shall not cause any unreasonable interruption of work. The above representatives are subject to security regulations.

## ARTICLE X DISCIPLINARY ACTION

Section 1. The Employer and the Union agree that the purpose of disciplinary action (Letter of Reprimand, Suspension of 14 days or less) is to correct the offending Employee and maintain discipline and morale among other Employees. Any disciplinary action taken will be for just cause, and penalty will fit the offense. A disciplinary action is further defined as a penalty for which there is no statutory appeal.

Section 2. Any Employee against whom a disciplinary action is proposed shall be notified in writing, in duplicate, of the reasons for such action. If any disciplinary action is not sustained against the Employee, all references to such action will be withdrawn from his/her Official Personnel Folder.

Section 3. Disciplinary actions will be timely and fair and shall only be taken upon full consideration of the need for such action as a means for rehabilitation and correction. Employees will be given two copies of disciplinary proposals. The employee or his/her Union representative will offer their written and/or oral reply to the disciplinary official within fifteen (15) days.

Section 4. When the Employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present at all hearings, proceedings, or conferences conducted with the Employee and at an appropriate time to let its views be known. Such attendance of the Union representative will not be charged to leave. In addition, the Union will receive sanitized copies of all final decisions issued to employees.

Section 5. The Employee and the Union may exercise their right to grieve disciplinary action under provisions of this Agreement, starting at the step in the procedure equal to the level of the disciplinary official. The Employee and his/her Employee Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance. The penalty will not be imposed unless the grievance is dismissed or withdrawn.

Section 6. The Employer, at the request of the Employee, will furnish all documents and any other supporting material which the Employer relied upon to support the disciplinary action, in accordance with law and regulations.

Section 7. The Employer agrees that prior to the taking of a verbal or written statement from an employee, or when an employee is going to be questioned on matters which may lead to disciplinary action, the employee must be advised at that time of his/her right to be represented by the Union. The employee may represent himself.

Section 8. Disciplinary actions will remain in the Employee's records not to exceed the times outlined below. When the disciplinary action is removed from the record it will be destroyed and not used against the Employee in any subsequent actions.

- a. Oral admonishment - 1 year - To be filed in supervisory folder.
- b. Reprimands - 2 years - To be filed in official personnel folder.
- c. Suspension of 5 days or less which are more than 30 months old will not be used to support future disciplinary actions.

## ARTICLE XI

### ADVERSE ACTION

Section 1. An adverse action, for the purpose of this Article, is defined as a reduction in grade, or pay; removal; suspension for more than fourteen (14) days; and furlough without pay.

Section 2. Upon request, the Employee will be furnished copies of all documents which contain evidence ruled on by the Employer, and

which formed the basis for the action.

Section 3. Unit Employees may appeal adverse actions, excluding furlough, in accordance with this Agreement or the statutory procedures. The decision will be stayed until adjudicated, unless the statutory procedure is elected. An Employee against whom adverse action is proposed is entitled to:

A. Thirty (30) days advance written notice of the proposed action which identifies the specific reasons for the action.

B. Ten (10) days to answer orally and in writing to the proposed action. Additional time, not to exceed five (5) days, may be requested to respond. Requests for additional time will be in writing. The official designated to accept the response will make the decision to grant or deny additional time.

C. A written decision and the specific reason therefor at the earliest practicable date.

D. When the crime provision is invoked, the action may be effected in less than thirty (30) days. The reply to the proposed action will be presented within seven (7) days. When circumstances require immediate action, the Employee may be placed in a nonduty status with pay for such time as is necessary to effect the action.

Section 4. The Employee, the Union representative, and relevant witnesses certified by the Union, will be granted a reasonable amount of official time to prepare and present the appeal.

## ARTICLE XII

### GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide a procedure for processing, considering, and deciding grievances of individual Employees within the Unit for prompt equitable settlement. Such procedures are the exclusive procedure for Unit Employees. If an Employee elects to be represented in his/her grievance, only the Union, or a representative approved by the Union, may provide that representation. If an Employee presents a grievance directly to management for settlement consistent with the terms of this Agreement, management shall provide the Union an opportunity to be present at all discussions with the employee concerning the grievance.

Section 2. A Grievance Means a Complaint:

A. by an Employee concerning any matter relating to the employment of the Employee;

B. by the Union concerning any matter related to the employment of any Employee; or

C. by any Employee, the Union, or the Employer concerning -

1. The effect or interpretation or a claim of a breach, of a collective bargaining agreement; or

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

D. except that which shall not include a grievance concerning

1. any claimed violation relating to prohibited political activities; or

2. retirement, life insurance, or health insurance; or

3. a suspension or removal under Section 7532 of P.L. 95-454 (National Security Reasons)

4. any examination, certification, or appointment; or

5. the classification of any position which does not result in the reduction in grade or pay of an Employee.

Section 3. Appeal and Grievance Options. An aggrieved Employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or adverse action may, at his/her option, raise the matter under the negotiated grievance procedure, with the concurrence of the Union, or a statutory appellate procedure, but not both. For the purpose of this Section and pursuant to Section 7121 (d) and, (e)-(1) of the Act, an Employee shall be deemed to have exercised his/her option under this Section only when the Employee timely initiates an action under the applicable statutory procedure, or files a timely grievance in writing under the negotiated grievance procedure.

Section 4. Questions of Grievability. In the event either party should deem a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise the question of grievability /arbitrability no later than fifteen (15) days prior to arbitration. All disputes of grievability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5.

Step 1. Only for adverse actions, removals, or reduction in grade based on unacceptable performance with the Union concurrence. Any grievance which involves an adverse action, or a removal or reduction in grade based on unacceptable performance, shall first be taken orally by Employee and the Union representative with the Commanding Officer, or his designated representative, within five (5) work days of final notice of the action. The Employer will have five (5) work days in which to answer the complaint in writing.

Step 2. If the matter is not satisfactorily settled by Step 1, the Union may invoke arbitration within fifteen (15) work days of receipt of Employer's decision at Step 1.

#### Section 6.

Step 1. Any grievance, except those covered by Section 5, shall first be presented in writing by the aggrieved Employee and/or Union representative to the appropriate supervisor. Grievances must be presented within thirty (30) calendar days from the date the Employee or Union became aware of the event which gave rise to the grievance. The supervisor will then meet with the aggrieved employee and/or a Union representative in an attempt to resolve the issue. The supervisor will render Step 1 decision in writing, within seven (7) working days after the Step 1 meeting.

Step 2. If the grievance is not settled at Step 1, the grievant and/or the Union may advance the grievance within seven (7) working days of receipt of Step 1 decision to the appropriate Department Director. The Department Director or his/her designee will promptly arrange a meeting between the aggrieved Employee, Union representative, the Union president or his representative, and such members as management deem necessary. One additional representative from the Union will be permitted. The Department Director, or his designee, will issue a written decision within seven (7) working days after receipt of the grievance.

Step 3. If settlement is not reached at Step 2, the Union may, within fifteen (15) working days, invoke arbitration.

Section 7. Grievances which may have impact on more than one Employee may be submitted in writing by the Local President, or his designee, directly to the Commanding Officer. Similarly, Employer grievances will be submitted in writing from the Commanding Officer, or his designee, directly to the Union President. The parties will meet to discuss the grievance within five (5) working days thereafter. On Union grievances, the Commanding Officer, or his designee, shall give the Local President a written answer within ten (10) working days after the meeting. On Employer grievance, the Union president, or his designee, shall give the Commanding Officer a written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the grieving party may refer the matter for arbitration. Nothing herein will preclude either party from attempting to settle the grievance informally at the appropriate level.

Section 8. If the Employee is aggrieved concerning a matter which is not within the authority of the immediate supervisor, or division head, to resolve, then any step of the grievance procedure may be waived by mutual agreement of the Union representative and the Department Head. In such event, the grievance will be processed at the next step.

Section 9. All time limits may be extended by mutual written agreement prior to the due date.

Section 10. Reasonable time during working hours will be allowed the grievant, the representative, and bona fide witnesses to discuss, prepare for, and present grievances.

### ARTICLE XIII

#### ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written notice within fifteen (15) working days after issuance of final decision, may be submitted to arbitration.

Section 2. Within seven (7) working days from the date of invocation for arbitration, the moving party shall request the Federal Mediation and Consultation Service or the American Arbitration Association to provide a list of seven (7) impartial arbitrators. The parties shall meet within five (5) working days after receipt of such list. The Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and will then repeat this procedure until one (1) person remains who shall be the duly selected arbitrator. The party to strike the first name will be determined by chance.

Section 3. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission, and the arbitrator shall determine the issue or issues to be heard.

Section 4. The fee of the arbitrator shall be borne equally by the Employer and the Union. The arbitrator hearing shall be held on the Employer's premises during the regular day shift working hours of the basic work week with no overtime provisions. All Station Employees, serving as grievant representatives, grievants, and Employee witnesses shall be on "allowed-time" without charge to Annual Leave, while participating at arbitration procedures. The Union will be responsible for payment of costs for any witnesses or representatives it shall request, who are not in a pay status of

Employer.

Section 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event no later than thirty (30) calendar days after conclusion of the hearing. A copy of the arbitration report will be furnished the Employer and the Union. The arbitrator shall not change, modify, alter, delete, or add to provisions of this Agreement. That such right is the prerogative of the contracting parties only.

Section 6. In the event either party refuses to participate in the selection of an arbitrator or; upon inaction or undue delay on the part of either party, the initiating party will, upon conclusion of the five (5) working day period, unilaterally select one of the listed seven (7) arbitrators to hear the issue. If either party refuses to participate in the hearing, after due notice, the hearing will proceed and the arbitrator will render his award based upon the evidence presented.

Section 7. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 8. The party (s) requesting a verbatim transcript will be responsible for costs incurred for same.

#### ARTICLE XIV

#### HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all Employees and will comply with the Navy OSH Programs and Federal regulations. All Employees, supervisors, and managers are responsible for prompt reporting of observed unsafe conditions. Prompt corrective action should be initiated by the Employer.

Section 2. The President of the Union is designated as a member of the Station Safety Committee; in his absence the Executive Vice President will act as substitute.

Section 3. In case of accident resulting in serious injury to a bargaining unit employee, the immediate supervisor will contact the Safety Officer and area Union representative. The circumstances and cause of the accident will be promptly investigated.

Section 4. A copy of all accident reports shall be submitted to the Union President when otherwise distributed.

Section 5. In the event OSHA, EPA, or off-Station Agency Safety Inspectors conduct a safety inspection of the Station, one Union

representative, provided one is available and has appropriate clearance, shall be offered the opportunity to accompany them.

Section 6. Protective devices, when necessary and required, shall be furnished by the Employer and used by the Employees. The Employer will allow the employee to purchase safety shoes and be reimbursed up to \$50.00. The Employer will also allow the employee to purchase prescription safety glasses and be reimbursed up to \$100.00. Safety shoes and safety glasses will be obtained under the provisions of WPNSTAEINST 5100.1.

Section 7. For safety reasons, no fewer than two employees shall normally be allowed to work in a section without periodic checks being made by the supervisor or other senior Employee in the area.

Section 8. An Employee or group of Employees will not be required to work under conditions which are unsafe or unhealthful beyond those inherent hazards which cannot be eliminated by standard safety practice and procedure. No Employee shall be required to work in areas where imminent danger situations exist. When such conditions are alleged to exist, either the Employee or the Union may request the Safety Officer, or his designee, and/or the Medical Officer, or his designee, to investigate and make a decision.

Section 9. Prior to handling known toxic substances, unusually hazardous materials, or those having suspect labeling which pose a possible health or safety hazard, personnel will be informed of the nature of the health/safety hazard and the handling of the material.

Section 10. Only designated personnel will be allowed to operate any type of crane. Whenever a crawler crane, locomotive crane, mobile crane or truck crane are used to pick up loads or place loads or other objects into position, two employees will always be used. The operator will not leave his position at the controls while the load is being raised, lowered or suspended. Motor vehicle operators, material handling equipment operators, crane operators, and locomotive operators will be properly licensed. Licenses will be reviewed periodically

## ARTICLE XV

### HOURS OF WORK

Section 1. Provisions for Ordnance Department Waterfront Division Employees Only: The Employer will provide transportation during the lunch period to the Gundeck. Such bus service shall commence at 10 minutes prior to the designated lunch period, normally beginning at noon but subject to work needs as determined by management, and will depart the Gundeck not later than 10 minutes prior to the end of the lunch period. The lunch period shall be one-half hour in duration.



Section 2. A controlled change-of-pace break will be granted each Employee. Consideration will be given to utilization of idle time caused by equipment or power failure, train switches, material shortages, etc. The policy concerning the granting of change-of-pace breaks will be consistent throughout the Waterfront Division.

Section 3. Notwithstanding Section 2, above employees of the Ordnance Department Waterfront Division will be granted a twenty (20) minute change-of-pace break when unscheduled overtime is to exceed two (2) hours.

Section 4. The assignment of overtime is a management function, and as an appropriate arrangement for employees affected by the assignment of overtime work, such assignments will be distributed among all qualified employees under a given division/branch supervisor, provided the employer decides to assign the overtime work to that group of employees. The skills and the abilities to perform the work will be determined by the Employer and will be a consideration on such assignments.

Section 5. From time to time, it is necessary to require an Employee to return to his place of employment at a time outside of, and unconnected with, his scheduled hours of work within the basic work week to perform unscheduled overtime work of less than two (2) hours duration. When this occurs, the Employee will be paid a minimum of two (2) hours of overtime pay for such "call back", even though no work, or less than two (2) hours work, is actually performed. Call-back overtime provisions apply to graded Employees and are authorized by FPM/CPI 550.

Section 6. It is agreed that all requirements for overtime, to the extent practicable, will be rotated as equitably as possible among all qualified employees in their specific areas of assignment, provided the Employer determines that overtime will be worked by that group of employees.

Section 7. The normal work week is within the administrative work week and is fixed at forty (40) hours for all full time Employees. The basic work week may not be spread over more than five (5) days of the administrative work week. The basic work week shall consist of eight (8) hours in one (1) day, Monday through Friday, except as provided for in applicable regulations.

Section 8. Authority to schedule hours of work that will best meet operating needs rest with the Employer, but will not be later than two (2) hours from the beginning of the work shift. When practicable, the shift hours of an Employee's basic work week shall not be changed without notice to the Employee at least by a two (2) week notice for permanent change before the first administrative work week affected by the change, except the shift hours may be changed as provided for in applicable regulations.

Section 9. The Employer may change Employee shift hours to permit participation in grievances, appeals, disciplinary and other official hearings, training, or examinations during the Employee's normal hours of duty. Employees will be given as much advance notice of such changes as is practicable.

Section 10. Whenever overtime requirements are known, or anticipated, for ordnance personnel, manpower requirements will be checked by the Employer. If an employee is within the range of 20 hours plus or minus the average number monthly overtime hours in the work unit, the equitable rotation requirements of Section 6 will be considered to be met.

Section 11. Overtime records will reflect actual overtime worked; also overtime refused will be documented and counted as overtime worked.

## ARTICLE XVI

### DETAILS TO POSITIONS

Section 1. When details are made to perform work of a higher level, such details shall be rotated equitably among the next qualified lower graded employees within the work unit, provided the Employer determines to assign the work within the work unit. Details to a different type of work, which is not higher graded, shall be rotated equitably.

Section 2. When it is necessary to detail an Employee to another position or higher grade rating, or other major duty on a full time basis for periods of two (2) full pay periods or more, it shall be documented on a Personnel Action Form 52 and filed in the Employee's Official Personnel Folder. For periods of five (5) days, but less than two (2) full pay periods, the Employee's supervisor will document the assignment for department records and provide the Employee a copy of the record.

Section 3. The Employer agrees that a qualified Employee in the Unit, for whom a known temporary assignment in a higher level position is planned for two (2) full pay periods or more, shall receive the rate of pay for the position to which temporarily assigned.

## ARTICLE XVII

### MERIT PROMOTION

Section 1. It is recognized that it is the policy of the Employer to fill vacancies in unit positions with the best qualified, eligible candidates available. It is agreed that through the Merit Staffing Program for Unit positions, the Employer intends to make full utilization of Station employee's skills and potential.

Section 2. The Merit Staffing Program is the primary means of

consideration for filling a vacancy. The Employer may fill positions by other methods when appropriate, for example:

- A. Selection from DOD Stopper Lists.
- B. Reinstatement to the same or lower grade levels than the last held permanent grade levels, provided the person was involuntarily separated. Persons who have been involuntarily separated will not receive priority consideration in filling a position; however, concurrent consideration will be given.
- C. Reassignment or demotion of Employees to positions with no higher potential than the currently held position.
- D. Selection from the Repromotion Eligible List at the same or lower grade level than the position from which demoted.
- E. Selection from OPM registers for entry level positions when the minimum area announced does not result in a selection from a certificate,
- F. Selection from the Veteran's Readjustment Program for entry level positions.
- G. Selection from the Handicapped Program for entry level positions.

Section 3. The minimum area of consideration for Unit Positions via Merit Staffing Announcement (MSA) shall be the Naval Weapons Station Earle. Prior to announcing any unit position beyond the minimum area of consideration, or as an open-continuous register, the Head, Staffing Division will discuss the reasons for the action with the Union president. If the Union disagrees with announcing the vacancy beyond the minimum area, or as an open-continuous register, the vacancy will be first announced using the minimum area of consideration before the area is expanded or an open-continuous register is announced.

Section 4.

- A. Candidates on selection certificates will be referred to the selecting official in alphabetical order.
- B. If any candidate on a certificate for a position is interviewed, all candidates must be interviewed.

Section 5. Vacancy announcements will be open for a minimum period of ten (10) calendar days. The Union President shall be provided with a copy of <sup>1</sup>vacancy announcements pertaining to Unit positions.

Section 6. No application will be accepted after the officially announced closing date. Employees on extended leave or official travel, in excess of seven (7) calendar days, who wish to be considered for positions which may become available in their absence, will submit a written request for consideration to the

Civilian Personnel. Department. Employees will be responsible for assuring that the application (Standard Form 171) is current in terms of qualifications, experience, etc.

Section 7. An Employee's accumulation of earned Annual Leave or Sick Leave will not be a factor in ratings for promotion.

Section 8. When a grievance is filed, the President of the Union, or his designee, will be permitted to post-audit all relevant documents in the promotion file, provided that the furnishing of information is permissible in accordance with regulations and law.

Section 9. Disputes arising out of the application of merit staffing procedures shall be processed in accordance with the negotiated grievance procedure.

Section 10; It is the policy of the Employer to make available to the Employee information in connection with merit staffing which will neither compromise the evaluation process nor invade the privacy of others.

Section 11. Rating panels will be composed in accordance with the Station Merit Promotion Instruction.

## ARTICLE XVIII

### ABSENCE AND LEAVE

Section 1. Absence Without Leave (AWOL)

Absence without leave is an absence from duty which is not authorized.

Section 2. Administrative Leave

When it is determined by the Commanding Officer that climatic conditions at the work location endanger the health of employees, employees will be moved to other work areas, offered the opportunity to take leave, or granted administrative leave.

Section 3. Advance Sick Leave

In cases of serious disability or illness, employees may request advance sick leave, up to a maximum of thirty (30) workdays, in accordance with WPNSTAEINST 12630.3C Leave Administration.

Section 4. Annual Leave

A. Employees will be provided opportunity to use accrued annual leave subject to the needs of the Employer. It is the responsibility of the leave approving authority to approve or disapprove annual leave.

B. Vacation leave requests, in excess of four (4) days will be submitted by 1 March and will be approved on a seniority basis. Should it be necessary to cancel previously approved vacation leave, the Employer will provide as much notice as possible and will make a reasonable effort to notify affected employees at least fifteen (15) days in advance in writing.

C. Annual leave requested subsequent to the annual vacation schedule will be considered on a first come, first served basis. Maximum consideration will be given to affording employees leave at the time they consider convenient and desirable. Annual leave requests will not be denied unless there is a justifiable and valid reason.

Section 5. Leave Without Pay (LWOP)

Employees have the right to request leave without pay, regardless of their annual or sick leave balance. Leave without pay will only be used when requested by an employee, and it can be used in lieu of annual or sick leave. LWOP may be approved for matters that will substantially benefit the government and the employee. The supervisor retains the right to deny leave without pay.

Section 6. Maternity Leave

A. Absence from duty for reasons related to pregnancy and confinement is charged to sick leave, annual leave, and/or leave without pay, depending on the circumstances and availability of each type of leave. Sick leave will be granted in accordance with the sick leave section of this article and applicable regulations. All sick leave beyond seven (7) workdays must be supported by a medical certificate showing that the employee is incapacitated to perform the duties of her position for the period covered by the certificate. Any additional absence will be charged to annual leave or leave without pay. The total grant of leave and leave without pay cannot exceed one year unless approval is granted by the Commanding Officer.

B. An employee requesting absence for maternity reasons must state whether she intends to return to duty.

C. Where the employee's physician determines that pregnancy has rendered the employee incapable of performing fully in her position, the Employer will endeavor to provide appropriate arrangements which may include limited duty or temporary reassignment, if such is feasible. Placement efforts will be made in accordance with WPNSTAEINST 12300.2, Placement of

Disabled Employees.

Section 7. Paternity Leave

A. A male employee may request annual leave or LWOP for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

Section 8. Sick Leave

A. Sick leave is a qualified right of employee and may be used when the employee is incapacitated for duty for health reasons.

B. Sick leave for prearranged medical, dental, or optical examinations or treatment will be applied for in advance.

C. Employees must call in to report unscheduled sick leave by 0900 hours on the day of the absence. Notifications of absence and requests for leave may only be made in the following manner:

1. The employee will telephonically contact his/her supervisor to personally report the reason for the absence and to request leave.

2. If the employee is unsuccessful in contacting his/her supervisor, the employee has three options:

a. The employee may contact higher level supervision to report the absence and request leave, or

b. The employee may leave a phone number at which he/she can be reached for the next one hour. This will allow supervisory personnel to call back and discuss the absence. If the supervisor does not call back within the hour, the leave request will be considered approved.

c. The employee may call back later and attempt to speak directly with the supervisor.

3. If an employee is unable to follow the above procedure, the unauthorized absence may be charged as absence without leave (AWOL) in an amount exactly equal to the period of the absence. If an employee subsequently provides a valid reason for being unable to meet reporting requirements, a supervisor may cancel the AWOL charge and substitute approved leave.

D. If the employee is absent for more than seven (7) consecutive workdays, a medical certificate must be provided to the leave approving official upon return to duty. The certification must cover the entire period of absence.

E. In situations where there is reason to believe that a bargaining unit employee is abusing sick leave, a physician's

certificate and special requirements may be required regardless of the amount of leave requested. When an employee is issued a letter of requirement, the Employer will identify the instances which led to the determination that abuse of sick leave is suspected. This requirement will be given to the employee in writing and will be reviewed within six (6) months of its entry. If improvement is shown, the requirement will be removed.

F. The Employer agrees that employees who are sent home by a Navy Medical Officer will not be required to furnish a doctor's certificate to substantiate such sick leave.

## ARTICLE XIX

### REDUCTION IN FORCE

Section 1. Prior to instituting a Reduction-in-Force (RIF), the Employer will notify the Union for the purpose of soliciting and considering its views.

Section 2. A sixty (60) day notice period will be given affected Employees.

Section 3. The Employee notice will contain the following:

- A. The action to be taken and the effective date.
- B. Salary retention information.
- C. Competitive area.
- D. Competitive level.
- E. Sub-group.
- F. Service date.
- G. Where Employees may inspect retention registers with Union representative if desired.
- H. Grievance rights and time limits.
- I. Reemployment rights.

Section 4. Retention standing for Unit position.

- A. All Employees will be in the same competitive area.
- B. If there is a tie in retention standing, the Employee with the most seniority at Earle will prevail.
- C. Office of Personnel Management (OPM) qualification standards may be waived when determined that the Employee has the

capacity, adaptability, and skills required to fill a position.

D. The Employer shall request, when appropriate, that OPM authorize voluntary retirement under 5 USC 8336(d) (2).

E. A best offer of employment shall be made of a position as close as possible to the current grade of the Employee.

Section 5.

A. All career and career-conditional Employees separated by RIF action shall be placed on the Reemployment Priority List, based on last position held. A RIFed Employee may additionally request, in writing, to be reemployed in other positions for which qualified. The names of persons shall be placed on the list in the following priority order:

1. All career preference eligibles,
2. All career non-preference eligibles.
3. All career-conditional preference eligibles.
4. All career-conditional non-preference eligibles.

B. All such Employees will be given preference in accordance with their service computation date and sub-group for hiring in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the Employee's rights to be offered permanent employment.

Section 6. In situations where an Employee elects to take a demotion in lieu of separation in a RIF action, the Employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided in applicable regulations.

Section 7. The Employer will make every effort to provide information of available openings in Navy and other Federal agencies to Employees being separated and will provide all benefits to which the Employee is entitled in accordance with appropriate regulations.

Section 8. The Employer will provide counseling service to affected Employees. Employees on detail or temporary promotion will not be released during a RIF from the position of detail or temporary promotion but rather from the employee's permanent position.

Section 9. All complaints involving RIF actions will be processed under the following expedited negotiated grievance procedure:

A. Grievances will be filed within ten (10) working days of issuance of the RIF decision.

B. Grievance meetings on each grievance will be held by the Personnel Director, or his designee, within ten (10)



working days after the grievance is filed.

The Civilian Personnel Director, or his designee, will issue a written answer within ten (10) <sup>A</sup>working days after the meeting.

If the Union chooses to elect arbitration, the election will be made within (10) <sup>B</sup>working days after issuance of the grievance decision(s).

The arbitrator will be asked to hold the arbitration hearing within 30 days, and issue his/<sup>C</sup>her decision within an additional 30 days.

Section 10. Freezing of vacancies. The Employer will give serious consideration to freezing all vacancies 90 days prior to the effective date of a reduction in force.

Section 11. An employee's current approved performance appraisal on the date of a specific reduction-in-force notice, and the annual appraisals of the two previous years, will be used to determine retention standing. Only valid and current annual performance evaluations shall be used in RIF actions. A current appraisal shall be one that has been given prior to 90 days before the effective date of the reduction in force, except for employees who are rerated after a period allowed for improving performance as provided by 5 CFR Chapter 43.

## ARTICLE XX

### TRAVEL

Section 1. Guidance for all travel performed by civilian personnel will be in accordance with regulations and policies delineated in the DOD Joint Travel Regulations.

Section 2. To the maximum extent possible, travel shall be scheduled so that the Employee shall perform travel during his/her regularly scheduled work hours. Travel will not begin earlier than required to perform TDY. Employees required to travel outside regularly scheduled work hours will be compensated in accordance with applicable regulations and directives.

## ARTICLE XXI

### ADMINISTRATIVE LEAVE

Section 1. Administrative Leave will be granted for Union Officials and Stewards to attend training sessions in union-management relations conducted by Employee organizations, off-Station, which are of mutual concern to the Command and the Employee in his capacity as a Union representative. Administrative Leave is subject to the criteria established by regulations and approved by the Labor-Management Specialist or his/her designated representative.

Section 2. The Employer agrees that the Union may be granted a cumulative total of 136 hours per contract year. The Union must request prior approval for Administrative Leave which must meet the criteria for such leave, it being understood that once the hours are expended, no further Administrative Leave shall be granted.

Section 3. Within three (3) months of the signing of this Agreement, a training session on this Agreement will be conducted by the National Representative for elected Union officials and designated representatives. This will be on official time, and management will supply the meeting place. This will be over and above the 136 hours.

## ARTICLE XXII

### TRAINING

Section 1. The Employer and the Union agree that the training and development of Employees within the Unit are matters of primary importance to the parties. Through the procedures established for Labor-Management Relations, the parties shall promote, as necessary and/or desirable, training and development of all Employees. Consistent with management's needs, the Employer agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose in accordance with regulations. The Employer and the Union agree to encourage Employees to take advantage of training and educational opportunities.

Section 2. When advance knowledge of the impact of pending charges in function, organization, and mission is available, it shall be the responsibility of the Employer to provide to the extent practicable any necessary training to the Employees involved.

Section 3. Employees will also be offered training on the performance appraisal system and how it may affect them during a reduction in force.

ARTICLE XXIII  
AGREEMENT FOR VOLUNTARY ALLOTMENT OF  
UNION DUES

Section 1. It is agreed that the Employer will accept voluntary allotment for payment of Union dues. The amount of the dues will be determined by the Union. An allotment for the payment of dues may be revoked only in writing and effective the first pay period beginning on or after 1 March of any year / provided the Employee has been a member for at least one (1) year and the request is submitted during the month of February. The only exception is that employees may revoke an allotment twelve months after joining and only during February thereafter. A check will be forwarded to the Union each pay period.

Section 2. The Union is responsible for procuring the prescribed allotment form (Standard Form 1187), distributing the form to its members, certifying the amount of its dues, and informing its members on the uses and availability of the required form.

Section 3. An allotment may be submitted to the Civilian Personnel Department, Code 062, at any time, with a statement as to when such allotments become effective.

Section 4. An allotment shall be terminated when the Employee leaves the Unit as a result of separation, transfer, or other personnel action, except temporary promotion or detail; upon loss of exclusive recognition by the Labor organization; or when the Employee has been suspended or expelled from the Union.

Section 5. The Union will notify the Civilian Personnel Department, Code 062, when a member who has authorized dues withholding is suspended or expelled from the Union.

ARTICLE XXIV  
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The employer and the union agree to the policy of providing equal employment opportunities to all employees and to have a workforce free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, or mental or physical disability. The Employer will endeavor to promote equal employment opportunity in all policies, programs, objectives, and practices.

Section 2. The Employer will publicize the identities of EEO staff members and will provide all employees with an EEO Handbook which explains the entire EEO program.

Section .3. The Union may nominate employees when management is

considering individuals to serve as EEO Counselors, Federal Women's Program Manager and Hispanic Employment Program Manager. Full consideration will be given to Union nominees.

Section 4. Employees have the right to pursue discrimination complaints through either the Department of the Navy EEO complaint procedure or the negotiated grievance procedure. Employees may not, however, utilize both procedures for the same issue. An employee shall be deemed to have exercised his/her option when the complaint/grievance is filed in writing. Employees who allege discrimination or who participate in the presentation of such complaints will be free from restraint, interference, coercion, discrimination or reprisal. An employee may be represented by the Union through all stages of the discrimination complaint process. Employees also have the right to select a personal representative in accordance with Navy regulations. A reasonable amount of official time will be granted to employees and their representatives to prepare and present EEO complaints.

Section 5. The Union will nominate two members to serve on the Command Equal Employment Opportunity Committee.

Section 6. The Union shall have the right to be present at meetings adjudicating EEO complaints which may have an impact on bargaining Unit members pursuant to Section 713 of Office of Personnel Management Regulations.

Section 7. Counselors will be appointed and will serve at the pleasure of the Commanding Officer. Members of the Union Executive Committee and management officials will not serve as Counselors.

## ARTICLE XXV

### POSITION DESCRIPTIONS

Section 1. Management recognizes the responsibility of supervisors to ensure the maintenance of current and accurate position/job descriptions for employees within their organization. Complaints related to the accuracy of PD/JDs are a matter covered by the grievance procedures of Article XII.

Section 2. Disagreements related to the classification of a position (series, title, grade or pay plan) shall be processed in accordance with classification appeal procedures.

Section 3. The phrase "other duties as assigned", as used in position descriptions, means duties related to the basic position or job and will not be used to assign work on a recurring basis, which is not related to the Employee's basic description.

## ARTICLE XXVI

### POSITION CLASSIFICATION AND PERFORMANCE APPRAISAL

Section 1.       Position Classification. The Parties agree to the principle of equal pay for equal work. Complete and accurately written position descriptions is one procedure available for the realization of this principle. Therefore, management shall maintain written, accurate, complete, and numbered position descriptions for each Employee. Position descriptions of the same title, series, grade, and identical assignments under the same supervisor, as defined in Public Law 96-454, shall, to the extent practicable, be uniform. Management shall provide each Employee a complete, accurate, and current copy of his/her position description. The description shall reflect the significant recurring duties assigned to the Employee.

Section 2.       Performance Appraisal System. The performance appraisal system shall, to the extent practicable, provide a fair, accurate, and objective evaluation of job performance. Each Employee's evaluation shall be directly related to his/her official duties. Management shall provide assistance to Employees in meeting performance standards.

Section 3.       Critical Elements. Critical elements shall be based on the duties contained in the official written description of the Employee's position. To the extent practicable, critical elements should be related to the grade controlling duties of a position. Critical elements shall be communicated to each Employee at the beginning of the rating period.

Section 4.       Performance Standards. The application of standards used for the evaluation of performance shall be fair, valid, objective, reasonable, and directly related to the Employee's official position description. They shall be developed and applied in a fair and equitable manner. Rating officials will consider factors beyond the employee's control when assigning ratings. Such standards shall be communicated to each Employee at the beginning of the rating period.

Section 5.       Annual Performance Appraisals. An Employee's annual performance appraisal shall be based on the critical elements and the performance standards communicated to the Employee at the beginning of the rating period. An annual performance appraisal which explains the basis for the rating shall be discussed with the Employee. Each Employee shall be given an adequate opportunity to improve his/her performance.

Section 6.       Written Notice. Management shall make a sincere effort to assist the Employee in improving his/her performance to a satisfactory level. To this end, management shall give Employees a written warning at least thirty (30) days before issuing any statutory notice of proposed action. In no case shall the decision to take action be based on matters not stated in the proposed

notice.

Section 7. Assignments. Union representatives shall not be penalized in their rating for carrying out their labor management representational functions under the terms of this Agreement and the provisions of Public Law 95-454. Reasonable workload adjustments shall be made by supervisors and higher management officials in order that Union representatives may carry out their functions.

Section 8. Training. Management shall provide training and orientation for Employees on the performance appraisal system.

Section 9. Notice to the Union. Management shall inform the Union of any and all studies it conducts bearing on performance appraisals. Management shall also inform the Union of any Station changes in performance standards.

Section 10. Established Performance Standards. The Union may submit recommendations to management on established performance standards and management shall give those recommendations sincere consideration.

Section 11. Employees Reassigned or Detailed. Employees who are detailed to classified positions or reassigned to another position for two (2) full pay periods shall be furnished a copy of the position description. The critical elements and performance standards shall be discussed with the Employee upon detail for reassignment.

Section 12. New Employees. New Employees shall be informed of all critical elements and performance standards as part of their initial orientation.

## ARTICLE XXVII

### UNACCEPTABLE PERFORMANCE

Section 1. Procedures.

A. Subject to the provisions of this Article and applicable law, management may reduce in grade or remove an Employee for unacceptable performance.

B. An Employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

1. A thirty (30) day advance written notice of the

proposed action which identifies:

- a. specific instances of unacceptable performance by the Employee on which the proposed action is based;
- b. the critical elements of the Employee's position involved in each instance of unacceptable performance; and
- c. the notice period under this Section shall be amended to include any regulation published by the Department during the term of this Agreement providing for extensions of the notice period.

2. Be represented by an attorney or other representative.

3. A reasonable time, but no more than ten {10} days, to answer orally and in writing. Extensions to this time period may be granted if requested in writing by an Employee or designated representative for a demonstrated and valid reason.

4. A written decision which specifies the instances of unacceptable performance by the Employee on which the reduction in grade or removal is based.

Section 2. Decision. The decision to retain, reduce in grade, or remove an Employee:

A. Shall be made within thirty (30) days after the date of expiration of the notice period; and

B. May be based only on those instances of unacceptable performance by the Employee in the case of a reduction in grade or removal:

1. which occurred during the one-year period ending on the date of the notice under this Article; and

2. for which the notice and other requirements of this Article are complied with.

Section 3. Improved Performance During Notice Period. If, because of performance improvement by the Employee during the notice period, the Employee is not reduced in grade or removed, and the Employee's performance continues to be acceptable for one (1) year from the date of the advance written notice provided under this Article, any entry or other notation of the unacceptable performance for which the action was proposed under this Article shall be removed from any management record relating to the Employee.

## ARTICLE XXVIII

### EMPLOYEE PERSONNEL RECORDS

Section 1. General. Management shall maintain the Official Personnel Folder of each Unit Employee in accordance with applicable laws, rules, and regulations.

Section 2. Employee Review of Official Personnel Folder. An Employee may review their Official Personnel Folder upon request to the appropriate management official.

Section 3. Supervisory Files. In the event a supervisor decides to maintain a working file on an Employee, it shall be limited to documents and records pertinent to the supervisor and the Employee. The contents of any working file shall be made available for review upon request by the Employee. Materials in working files which are no longer relevant to the supervisor and Employee shall be destroyed. Materials, other than standard forms, shall be maintained no longer than two (2) years in accordance with regulations.

## ARTICLE XXIX

### EMPLOYEE INDEBTEDNESS

Section 1. The Employer will not be placed in the position of acting as a collection agency or of determining the validity of contested debts. Any correspondence or telephone calls received from a creditor will be referred to the Employee. The manner in which the debt will be paid will be agreed upon by the Employee and the creditor.

## ARTICLE XXX

### VIDEO DISPLAY USERS

Section 1. In order to guarantee the health and safety of Video



Display Terminal (VDT) users, the employer will provide regular eye examinations and furnish glasses when determined necessary by the station physician. The Employer will also provide glare reduction screens for all VDT' s. In addition, the Employer agrees to give consideration to:

- A. Providing frequent rest breaks;
- B. Temporary reassignment of pregnant workers;
- C. Reassignment of workers who cannot perform a VDT job because of an impairment (e.g., a visual impairment);
- D. Monitoring of VDT equipment for all types of radiation and especially for low level emissions;
- E. Promotion of ergonomically designed furniture and glare-reduction measures.

## ARTICLE XXXI

### ALCOHOL AND SUBSTANCE ABUSE

Section 1. The Union and Employer jointly recognize alcoholism and substance abuse as illness. It is also recognized that it is for the best interests of the Employee, the Union and the Employer that these illnesses be treated. All. Station Employees will receive equitable treatment under the Employee Assistance Program.

Section 2. The Employer recognizes its responsibility for ensuring that:

- A. Employees having these illnesses receive the same consideration and offer of assistance that is extended to employees with other illnesses.
- B. Employment or promotion opportunities for employees undergoing treatment will not be jeopardized because of prior alcohol or substance abuse, or by a request for counseling or referral assistance.
- C. Counseling/medical records of Employees undergoing treatment are handled confidentially.
- D. Advance sick leave up to 30 days will be granted, in accordance with applicable regulations, for individuals to participate in medically-approved treatment.
- E. In determining the proper treatment source, the cost to the Employee will be a consideration. The Employee will be told the cost, and will be counselled on the amount of cost that will be

absorbed by the Employee's health plan.

Section 3. The Union recognizes its responsibility for:

A. Encouraging Employees to seek assistance when there are indications of possible alcohol and/or substance abuse interfering with the job.

B. Recognizing that the Employee is responsible for the costs associated with treatment programs.

C. Cooperating with supervisors and Employee Assistance Program counselors in matters pertaining to the employees rehabilitation process.

D. Recognizing that if an employee is unwilling or unable to adequately respond to treatment, corrective action may be initiated by management to deal with continued unacceptable performance or conduct.

Section 4. Management referrals to the Employee Assistance Program will be made when Employee performance, attendance, and/or conduct on the job indicate the possibility of an alcohol or substance abuse problem, and discussion of the problem with the employee has not brought about the desired result. If informal discussion has been unsuccessful, the supervisor will arrange for a meeting between the supervisor, affected Employee, Union representative, and Employee Assistance Program Coordinator. At the meeting, the Employee will be told the exact reasons why attendance, conduct, or job performance is deemed to be unsatisfactory. Treatment options will be explained to the Employee, and also the requirement for detailed progress reports. The Employee will also be reminded that unless his/her problem is corrected, he/she is subject to normal penalties for unsatisfactory conduct, performance and attendance.

Section 5. Prior to implementation of any random drug testing program, the Employer agrees to negotiate impact and implementation issues associated with the drug testing program.

## ARTICLE XXXII

### ENVIRONMENTAL DIFFERENTIAL PAY (EDP)

Section 1. When an Employer intends to initiate a change to any work situation for which EDP applies, the Union shall be notified for the purpose of negotiations of any impact and implementation issues associated with the change. The Union will be given a copy

of pertinent information which is not prohibited by Law, rule or regulation, relating to such change for review, prior to negotiations. The Union will provide to the Employer pertinent information which is not prohibited by Law, rule or regulation, that it has gathered by its review, investigation, or inquiry prior to negotiation.

Section 2. If any Employee or group of Employees feel that the performance of their duties warrant EDP, the Employee(s) may file a complaint through the negotiated grievance procedure.

Section 3. The Union may request negotiation on any work situation that may warrant EDP. When negotiations fail to produce an agreement, resolution may be sought through negotiated grievance procedure.

### ARTICLE XXXIII

#### PERSONAL FACILITIES

Section 1. Drinking Fountains. There will be drinking fountains installed at convenient places throughout Employee's work areas. In the event unit Employees work in an area where fountains are not accessible, the Employer will provide water by alternative means. An Employee will be allowed reasonable access to drinking water.

Section 2. Locker Facilities. In areas where Employees need to change clothes because of their work environment, they will be provided by the Employer, locker facilities. Locker facilities will be as close to an Employee's work area as possible, well ventilated, lighted and reasonably comfortable. Lockers will be in an area away from toxic chemicals.

Section 3. Where possible showers will be provided by the Employer for Employees who perform duties in a work environment which requires them to shower at the end of their duty day.

Section 4. Emergency Showers and Eye Wash Fountains. In areas where chemicals are stored, handled or used, emergency showers and eye wash fountains will be provided by the Employer in accordance with OSHA standards and identified. Where permanently installed emergency showers and eye wash fountains are not feasible, portable ones will be provided.

Section 5. Flush toilets will be provided in accordance with OSHA standards. All toilet rooms will be well-lighted and ventilated, closed top trash cans will be provided. The Employer will endeavor to provide couches in women s' toilet rooms. Personal hygiene supplies, as determined appropriate by the Employer, for each work area, will be provided by the Employer.

Section 6. Where it is not feasible to have pay telephones, Employees will be allowed to use work phones to make brief calls home when required to work unscheduled overtime or in the event there is a personal problem that requires the Employee's attention.

ARTICLE XXXIV  
TOOLS AND EQUIPMENT

Section 1. The Employer will furnish all tools it deems necessary for the employees to perform assigned duties.

Section 2. The replacement and/or repair of tools and equipment due to fair wear and tear shall be the responsibility of the employer. Employees will not be unduly harassed during the waiting period required to obtain such tools and equipment.

Section 3. All Ordnance personnel, who are involved in ship loading operations, will be provided with foul weather gear, or at the Employer's option be allotted \$75 per year for the purchase of same. Section 4. The Employer shall provide for the cleaning of work attire or uniforms owned or used by automotive, heavy-duty equipment, and electromotive mechanic employees, at no cost to the employee. The Employer shall also provide for suitable storage of the uniforms or work attire and arrangements for the employees to change their clothes on a daily basis.

Drug usage by personnel in these positions could impair the employee 's muscle coordination and impair the employee 's ability to adhere strictly to required safety procedures and recognize unsafe conditions while handling material such as ammunition. Cargo that has been improperly palletized on a wharf or barge or improperly braced and blocked inside a vessel can shift while being loaded or during a voyage. This will result in an explosion or the damage or destruction of property and endanger the safety of others working in the work area or traveling with the cargo. Ammunition that is improperly secured could fall when lifted, resulting in an explosion causing the loss of life, severe injuries, and extensive destruction of property.

In witness whereof the parties have entered into this AGREEMENT on this 22nd day of May 1989.

For the American  
Federation of Government  
Employees Local 1659

For the US Naval  
Weapons Station Earle,  
Colts Neck, New Jersey



President, Local 1659



Captain, US Navy  
Commanding Officer

NEGOTIATING COMMITTEES

