

**Negotiated Agreement  
Between  
Mid-Atlantic Region  
Fleet and Family Readiness  
Program  
And  
American Federation of  
Government Employees  
LOCAL 22**



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## PREAMBLE

Pursuant to the policy set forth in Title VII of the Civil Service Reform Act, the Parties hereby agree that the labor-management relationship and all matters relative thereto will be consistent with the provisions and intent of Title VII, Public Law 95-454, which will contribute to an effective and efficient workforce and work environment.

Whenever language in this contract appears to assign specific duties to specific individuals, it is intended only to provide a guide as to how a situation is to be handled. Management retains the right to determine who will perform specific duties.

## Article 1 THE PARTIES

**Section 101.** The Parties to this Agreement are the Mid-Atlantic Regional Support Services Program Manager, Command Navy Region Mid-Atlantic (Employer, now known as Fleet and Family Readiness Program) and the American Federation of Government Employees, Local 22 (Union).

**Section 102.** It is agreed and understood that effective communication between management and the individual employee is essential to the effective accomplishment of the mission of this activity.

## Article 2 UNIT DESCRIPTION AND RECOGNITION

**Section 201.** The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Article 1.

**Section 202.** The bargaining unit includes “All professional and nonprofessional Base Operating Support (BOS) employees employed by the Mid-Atlantic Regional Support Services Program Manager, Commander Navy Region Mid-Atlantic,” but excludes “All management officials, supervisors, and employees (described in 5 U.S.C. Sections 7112(b)(2), (3), (4), (5), (6), and (7))” as described in the Certification of Representative of February 22, 2001.

Article 3  
PROVISIONS OF LAW AND REGULATION

**Section 301.** 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 4  
UNION DUES WITHHOLDING

**Section 401.** An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his/her pay to cover regular dues for such membership provided that all the following requirements are met:

- a) The employee received an established amount of pay that is sufficient after legal deduction and authorized allotments to cover the full amount of the allotment for the established dues.
- b) The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitation on cancellation of the authorization.
- c) The employee is included in the unit for which exclusive recognition has been granted.

**Section 402. Procedures**

- a) The Union agrees to provide the prescribed allotment form (Standard Form-SF 1187) from the Government Printing Office, to distribute the form, and to educate eligible employees on the program for allotments for payment of dues and on the uses and availability of the required form.
- b) The Employer agrees to accept, from the Union, employee allotment authorizations to the servicing HRO Norfolk, at any time. Allotments will become effective at the beginning of the first full pay period after receipt of the form in the Payroll Office.

**Section 403.** The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, a DCPS Employee Organization Information Change form will be submitted to the Defense Finance and Accounting Service (DFAS) requesting the change

**Section 404.** The Employer will terminate allotment:

- a) Following the notification of loss of exclusive recognition by the Union.
- b) When an employee separates from the unit or moves to a position not included within the unit of recognition.
- c) After written notification is received from the Union that an employee is no longer a member in good standing in the Union.
- d) Upon receipt of a properly completed SF-1188, pursuant to the following conditions:
  - 1) Employees must pay dues for a one year period before allotment may be cancelled. Employees desiring to cancel dues on their first anniversary date must submit a completed SF-1188 to the Employer's servicing HRO Norfolk four (4) weeks in advance of the first anniversary date. Cancellation will be effective on or after the first full pay period after the first anniversary date. A copy of the SF-1188 will be furnished to the union.
  - 2) After the first one year period, employees may request cancellation of allotment at any time. Any time after the first anniversary date, employees may submit a completed SF-1188 to their Employer's servicing HRO Norfolk. Cancellation will be effective on or after the first full pay period after receipt of the completed SF-1188 by the Payroll Office. A copy of the SF-1188 will be furnished to the union.
  - 3) The Employer will provide employees SF-1188s upon request. It is the employee's responsibility to see that the SF-1188 is properly filled out and received in the servicing HRO Norfolk on a timely basis.

#### Article 5

#### UNION REPRESENTATION

**Section 501.** The Employer shall recognize the officers and stewards of the Union. The Union will provide the Employer with a listing of its officers and stewards annually and when changes occur. The list will identify the officers and stewards who are authorized by the Union to represent the employees of the unit.

**Section 502.** Union representatives will be granted reasonable time off without charge to leave to perform representational duties. Representational duties include, but are not limited to:

- a) Prepare and/or present grievances, appeals, claims, and unfair labor practice charges.
- b) Consult and/or negotiate with representatives of the Employer concerning personnel policies, practices, and conditions of employment.
- c) Research and prepare recommendations and/or proposals in connection with negotiations and/or meetings.

- d) Statutory/regulatory proceedings where the Union is authorized to represent the employees.

**Section 503.** Union representative(s) will request official time using the Official Time Request Form in Appendix A. Union representative(s) will obtain permission from their supervisor prior to departing and will report to their supervisor(s) when they return by using Appendix A. The employer will retain the Official Time Request Form for timekeeping purposes.

- a) Permission will be granted, subject to work/mission requirements, by the employer for a reasonable amount of official time. Official time will not be unreasonably denied. If such permission is disapproved, the employer will coordinate with the Union official for an alternate date/time. The Union will cooperate with the employer in maintaining a record of time spent for union representational duties.
- b) Upon completion of the use of official time, the Union representative(s) will report their return to duty to their immediate supervisor(s). Any extension of the allotted time beyond the amount of official time initially requested and approved may be approved by the supervisor. If the Union representative is unable to contact the supervisor to request an extension of official time due to the nature of the meeting, the Union representative will contact the supervisor to request the extension as soon as practicable.

**Section 504.** Union activities and meetings concerned with the internal management and operation of the Union, or solicitation for Union membership, collection of dues, campaign and election of Union officers and representatives, and distribution of literature relating to the above activities will be conducted during non-duty hours.

**Section 505.** The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

## Article 6

### DISCIPLINE AND ADVERSE ACTIONS

**Section 601.** It is the policy of the Department of the Navy to take discipline to correct deficiencies in employee conduct and performance in compliance with applicable rules, laws, and regulations. In order to ensure high standards of government service and maintain public confidence in the DON, adverse actions, including performance-based adverse actions, may be taken only for such cause as will promote the efficiency of the service.

**Section 602.** Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) calendar days or less. Employees will be advised of their right to grieve such actions.

The Employer determines the need for corrective action based on relevant facts and materials. Employees who desire union representation may request it in accordance with “Weingarten Rights”.

- a) The employee will be given advance written notice with reasons for the proposed action.
- b) The employee may respond to the notice of proposed action orally and/or in writing and furnish affidavits or other documentary evidence in support of his/her answer reply within ten (10) calendar days of receipt of the proposed notice. The employee may request an extension of time in which to reply.
- c) The employee may be represented by a Union official/representative.
- d) A written decision will be provided with the specific reasons for the decision at the earliest practicable date after the expiration of the reply period.
- e) Letters of reprimand will provide reason(s) for issuance, will be placed in the employee’s Official Personnel Folder (OPF) for a period of one year not to exceed two (2) years from its effective date, and will advise the employee of his/her right to grieve the letter.

**Section 603.** 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.

- a) The employee will be given at least 30 days advance written notice, unless the crime provision is invoked, stating the specific reasons for the proposed action.
- b) The employee may respond to the notice of proposed action, orally and/or in writing, within fifteen (15) calendar days of his/her receipt of the proposed action. The employee may furnish affidavits or other documentary evidence to support his/her response. The employee may request an extension of time in which to reply.
- c) The employee may be represented by an attorney or Union official/representative.
- d) A written decision will be provided with the specific reasons for the decision at the earliest practicable date after the expiration of the reply period.

## Article 7

### GRIEVANCE PROCEDURE

**Section 701.** The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The Parties agree that it is expeditious to settle grievances at the lowest level of supervision as possible.

**Section 702.** Unit employees covered by this Agreement may present a grievance, with or without Union representation, at the grievant’s discretion. However, the Union shall have the right to have its representative present at the proceedings.

This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

**Section 703.** This Article provides procedures for the processing of grievances relating to the interpretation and/or application of the Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances. Upon request, the Employer will provide both the grievant and the Union a list of the chain of command to execute these procedures. A grievance is defined as any complaint:

- a) By any unit employee concerning any matter relating to the employment of the employee.
- b) By the Union concerning any matter relating to the employment of unit employees.
- c) By any unit employee, the Union, or the Employer concerning:
  - 1) The effect or interpretation, or a claim of breach of collective bargaining agreement; or
  - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 704.** The following are excluded from coverage of this grievance procedure:

- a) Any claimed violation in connection with prohibited political activity;
- b) A suspension or removal action taken under Title V, U.S.C., Chapter 75, Section 7532 (national security);
- c) Matters concerning retirement, life insurance, and health insurance and other matters under the auspices of the Office of Worker's Compensation Programs, U.S. Department of Labor;
- d) Matters concerning any examination, certification, or appointment of candidates for initial Federal employment;
- e) The classification of any position which does not result in the reduction in grade or pay of an employee;
- f) Non-selection for promotion from among properly ranked and certified candidates;
- g) An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or disabling conditions;
- h) Allegations of mismanagement;
- i) Matters appealable to the Merit Systems Protection Board; and
- j) Letters of caution.

**Section 705.** Grievances may be initiated by:

- a) Employees (either singly or jointly),
- b) The Union, or
- c) The Employer.

Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policy. Any employee or group of employees in the unit may be represented by themselves or only by the exclusive Union in filing a grievance under the negotiated procedures.

**Section 706.** If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all individuals identified in the initial grievance.

**Section 707.** Once a grievance has been accepted for processing, under this procedure, failure of the aggrieved employee or the Union to comply with applicable time limits will terminate further consideration of the grievance.

Failure of a management official to comply with any time limits will constitute a valid basis for the grievance to be promptly advanced to the next higher step of the grievance process. However, any time limits stated in this Article may be extended by mutual consent between both Parties.

**Section 708.** Reasonable official time will be granted to the aggrieved employee and appropriate Union representative to prepare and present the grievance.

**Section 709.** Grievances concerning Merit Staffing ratings assigned and/or ranking under the Merit Promotion Program may be grieved as follows:

- a) **Informal Process.** The employee and/or the employee's representative may, at his or her option, informally present his/her concerns to the HRSC East Recruiter/Staffing Specialist who completed the requisition within fifteen (15) calendar days after receipt of notice. The employee may present the issue verbally, via telephone, or in writing, and will reference the announcement number for the position. The HRSC East Recruiter will respond within fifteen (15) calendar days. If the employee presented his/her concerns in writing, then the response must be in writing.
- b) **Formal Grievance.** The employee may file a formal grievance in writing only after completion of the informal step outlined above. Formal grievances should be sent to the Director of Customer Services, HRSC East, Customer Service Department within fifteen (15) calendar days of completion of the informal step. The grievance must contain sufficient detail to identify and clarify the basis for the grievance, and stated the personal relief requested. The Director of Customer Services, or his/her designee, will issue a written decision within fifteen (15) calendar days of receipt of the grievance.

**Section 710.** A grievance by the employee, Union, or Employer shall be filed within fifteen (15) calendar days of the incident or knowledge of the incident being grieved.

**Section 711.** Employee grievances (except Merit Staffing Grievances) shall be processed as follows:

**Step 1.** The Parties agree that timely, informal resolution of grievances serves the interests of all involved. Therefore, an informal attempt to address grievances will be made by the employee and/or the Union representative, communicating the grievance to the appropriate immediate supervisor. The grievant(s) will provide the following information:

- a) the basis for the grievance;
- b) the date of the incident/action being grieved; and
- c) the corrective relief being sought.

Discussion should be limited to the topics identified in the employee's original grievance statement, unless otherwise agreed to by mutual consent of the Parties. (The preceding provision shall be applied to all steps of the grievance procedure.) The immediate supervisor will make a reasonable effort to resolve the grievance and will render a decision within seven (7) calendar days of the date the grievance was received.

**Step 2.** If satisfactory resolution is not reached at Step 1, the grievance may be presented in writing to the appropriate management official to resolve within seven (7) calendar days after the Step 1 decision. The grievance will identify the following:

- a) the basis for the grievance;
- b) if applicable, the specific article and section of this Agreement or specific regulation or instruction alleged to have been violated;
- c) the date of the incident/action being grieved;
- d) the corrective relief being sought; and
- e) the date of receipt of the Step 1 decision.

The appropriate management official or designee shall meet with the grievant and his/her Union representative to discuss the grievance within seven (7) calendar days of receipt. A written decision will be issued within seven (7) calendar days of the meeting.

**Step 3.** If the grievance is not settled at Step 2, the employee or the Union representative may, within seven (7) calendar days, forward the grievance to the appropriate management official or designee to resolve. The appropriate management official or designee will meet with the employee and his/her representative within seven (7) calendar days. The appropriate management official or designee will provide the employee and the Union his/her written decision within seven (7) calendar days after the meeting.

**Step 4.** If the grievance is not settled at Step 3, the employee or his/her representative may, within seven (7) calendar days, forward the grievance to the appropriate management official. The appropriate management official or designee will meet with the employee and his/her representative within seven (7) calendar days. The management official or designee will give the employee and the Union a written answer within seven (7) calendar days after the meeting.

**Section 712.** Employer grievances shall be filed in writing with the Union President or his/her designated representative. The grievance shall specify the basis for the grievance and the corrective relief being sought. The Parties will meet and discuss the grievance within seven (7) calendar days. The Union President, or designee, shall issue a written decision with fifteen (15) calendar days of the meeting.

**Section 713.** Union grievances shall be filed in writing with the Program Director. The grievance shall specify the basis for the grievance and the corrective relief being sought. The Parties will meet and discuss the grievance within seven (7) calendar days. The Program Director, or designee, shall issue a decision within fifteen (15) calendar days of the meeting.

**Section 714.** Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or Agency in keeping with Article 8.

## Article 8 ARBITRATION

**Section 801.** When a matter pursued through the negotiated grievance procedure, Article 7, is not satisfactorily resolved at the final step of the grievance procedure, the Employer or the Union may submit the matter to arbitration. The request to invoke arbitration must be in writing and received by the Program Director or the Union President within fifteen (15) calendar days of the date of the receipt of the final decision of the grievance. Only the Parties to this Agreement may invoke arbitration.

**Section 802.** Within seven (7) calendar days after invoking arbitration, the moving party will request that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) impartial persons qualified to act as arbitrators. The Party invoking arbitration will pay the appropriate FMCS fee. Representatives of the Union and representatives of the Employer will meet within seven (7) calendar days after receipt of such list. A representative of the Union and a representative of the Employer will each strike one arbitrator's name from the list of seven (7) and repeat the procedure. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which Party strikes first.

**Section 803.** Within fifteen (15) calendar days of receipt of the notice of intent to arbitrate, representatives of the Parties will hold a pre-hearing conference (or on-site conference call, whichever is mutually agreed upon by both Parties) to attempt to agree on the issue(s), facts, and exchange documentary evidence. If the Parties agree on the issue(s) and facts, a joint submission statement will be developed and forwarded to the Arbitrator. If the Parties are unable to agree on the issue(s) and facts, each Party will serve the other and the Arbitrator its version of the issue(s) and facts by certified mail. These documents will be mailed ten (10) calendar days before the hearing date. The Arbitrator will determine the issue(s) and facts to be heard.

**Section 804.** Grievability or arbitrability issues, if unresolved, will be handled as threshold issues at arbitration. Grievability or arbitrability issues must be raised in writing not later than fourteen (14) calendar days after arbitration is invoked.

**Section 805.** The Arbitrator's fees and expenses shall be borne equally by the Parties. When the Union and Employer mutually request a transcript or the Arbitrator requests a transcript, the expense will be shared. Otherwise, the Party requesting the transcript shall bear the expense. If the other Party subsequently desires a transcript, it shall share equally in the initial cost of the reporter and transcript. It is agreed that in handling requests to withdraw from arbitration, the Party initiating a request to withdraw will do so in writing. Such Party will be responsible for the entire sum of the Arbitrator's fees and expenses incurred as a result of the withdrawal unless the Parties mutually agree to withdraw. In that case, the Parties will equally share payment of any fees and expenses for the Arbitrator.

**Section 806.** The arbitration hearing will be on the Employer's premises during the Agency's regular day shift working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave. Employee participants in the arbitration hearing will have their shift changed to day shift on the day of the arbitration hearing in order that they may participate in a duty status. Testimony during the hearing will be limited to the issue(s) and facts in dispute and as considered by the Arbitrator to be necessary and proper. All other procedures relating to arbitration will be determined by the Arbitrator upon mutual agreement by the Parties.

**Section 807.** The arbitration process will be carried out as expeditiously as possible. The Arbitrator will render a decision in writing within thirty (30) calendar days after the conclusion of the hearing and provide copies of the decision to the Parties.

**Section 808.** The Arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement; this right is the prerogative of the Union and the Employer only.

**Section 809.** Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.

**Section 810.** The Arbitrator will not issue an award that is contrary to any law, rule, or regulation.

Article 9  
NEGOTIATIONS

**Section 901.** Matters appropriate for negotiation between the Parties are those pertaining to personnel policies, practices, and conditions of employment which are within the discretion of the Employer and are appropriate for negotiation under applicable law.

**Section 902.** Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable law, regulations, and published policies.

**Section 903.** Procedures for Bargaining

- a) The Employer agrees to notify the Union President/designee in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.
- b) The Union shall have fifteen (15) calendar days from the date of notification to request bargaining. The request shall be in writing and include proposals. This time limit may be extended by mutual agreement in order for the Union to meet with the Employer to discuss the proposed change; the Union shall have fifteen (15) calendar days from the meeting to submit written proposals.
- c) If the Union does not request bargaining within the time limit, the Agency may implement the proposed change(s).

**Section 904.** Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of U.S.C. and the rules and regulations of the Federal Labor Relations Authority.

Article 10  
GENERAL PROVISIONS

**Section 1001.** The Employer agrees that employees assigned/elected as stewards or representatives of the Union may use their desks and telephones normally assigned to them incidental to their duties for initial contact. The Employer agrees that Union stewards may continue to use their current designated Union office (Rooms 216 and 218, Building IAA, Gilbert Street, NAVSTA Norfolk) for the purpose of conducting union business.

**Section 1002.** A designated space on existing wall/bulletin boards at each site will be made available for exclusive use by the Union for the posting of notice and literature for the Union. The Union will be responsible for the content of all such material and shall ensure that it does not violate any law or regulation or contain libelous or abusive language.

**Section 1003.** Upon request, the Employer agrees to annually furnish the Union with an up-to-date list of bargaining unit employees. The Employer agrees to provide the Union with a listing of all newly hired bargaining unit employees.

#### Article 11

### DISTRIBUTION OF AGREEMENT

**Section 1101.** This Agreement will be typed in final format by the Employer. After review and approval of the Agreement, in its entirety, by the Department of Defense, the Employer will print the Agreement in a pocket size booklet form (3 1/4" x 5 1/4"), as mutually agreed upon by the Parties. The Employer will distribute copies of the Agreement to all unit members and new employees as hired. The Union will be provided fifty (50) copies of the Agreement for internal use.

#### Article 12

### EMPLOYEES' RIGHTS

**Section 1201.** 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. All internal Union activities shall take place outside of working hours except as otherwise provided under 5 U.S.C., Chapter 71. Such rights include the right:

- a) To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to officials of the Agency, other officials of the executive branch of the Government, Congress, or other appropriate authorities; and
- b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees under 5 U.S.C., Chapter 71.

**Section 1202.** Employees needing to leave the job site to conduct official business with a Union representative or the Human Resources Office must obtain prior approval from his/her immediate supervisor using the form in Appendix A. If an employee's request is disapproved, the Employer and the employee will reschedule a date and/or time mutually agreeable to both parties for the employee to leave the job site and receive services.

**Section 1203.** Employees desiring to review their Official Personnel Folders (OPFs) must contact their supervisor to make arrangements.

**Section 1204.** In accordance with 7114(a)(2)(B), an employee has the right to request Union representation during an investigation or questioning by a management official, if the employee reasonably believes the examination may result in disciplinary action. If the employee requests representation, the Employer will provide the employee a reasonable opportunity to arrange for representation.

Article 13  
EMPLOYER'S RIGHTS

**Section 1301.** Subject to the provisions of 5 U.S.C., Chapter 71, nothing in this Agreement shall affect the authority of any management official of the Agency 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 of the activity:

- 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 shall be conducted;
- c) With respect to filling positions, to make selection 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's mission during emergencies.

**Section 1302.** Consistent with security and legal requirements, the Union shall, upon request, be furnished with an explanation by the Employer as to the nature and reasons of the emergency.

**Section 1303.** 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 9 of this Agreement.

Article 14  
MERIT PROMOTION POLICY

**Section 1401.** 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. The employer has the right to select or not select candidates from among a group of best qualified candidates. The goal is to select and promote the best qualified candidate available to encourage a high level of mission performance and to retain capable employees who support the mission.

**Section 1402.** 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 procedures will be followed in accordance with the Command's local policy (currently Memorandum 12300 Code N3/1298 of 19 Feb 02).

**Section 1403.** 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, transfers, reinstatement, or change to lower grade.

**Section 1404.** 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 to be qualified. Employees are encouraged to ensure that their qualifications are a matter of record in their Official Personnel Folder (OPF) by periodically reviewing the folder for accuracy. Criteria used in the selection process is determined by the employer and shall be based on the duties, responsibilities, and those characteristics determined by the employer to be of primary importance to the vacant position. All candidates certified will be evaluated under the same methods. The recommending official or panel may review applications, OPFs, interview candidates, or employ any other reasonable means in arriving at the final recommendation for promotion.

**Section 1405.** The parties agree to follow the procedures in 5 CFR 335 when considering someone for re-promotion.

**Section 1406.** An employee demoted without personal cause (without misconduct or inefficiency on his/her part and not at his/her request) will be given the rights and benefits afforded by appropriate regulations.

**Section 1407.** Details of unit employees will be made in accordance with applicable rules and regulations.

## Article 15 HOURS OF WORK

**Section 1501.** The basic workweek consists of five 8-hour days, excluding the 30-minute unpaid lunch break, Monday through Friday, except for those employees whose services are determined by the Employer to warrant other basic workweeks. The Employer agrees, when practical, to schedule all regularly scheduled tours of duty so that the employee will have at least two (2) consecutive days off.

**Section 1502.** 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 will be notified in writing in advance of any changes in the basic workweek or shift hours of a regularly established shift, except when the mission would be seriously handicapped or costs would be substantially increased.

**Section 1503.** 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 to include holidays designated by Executive Order.

**Section 1504.** When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena, employees who report for work and whose services are not specifically required may be excused for the remainder of their work shift, or for a specified time period if the problem is expected to be resolved in a shorter period of time, as authorized by applicable regulations.

**Section 1505.** When activities of the Command are curtailed due to adverse weather conditions, non-essential employees may be administratively excused from duty for the remainder of the workday. Employees will be notified by the Employer. If weather conditions prior to normal duty hours necessitate curtailing activities, notice will be made by local radio and television stations.

## Article 16 OVERTIME

**Section 1601.** Overtime shall be assigned at management's discretion to employees who are qualified to perform the work. In order to effectively and efficiently accomplish tasks, the Employer shall determine, the numbers, job ratings, and qualifications required to meet its overtime requirements, and identify the employees who meet those requirements. However, in the interest of employee morale, job continuity, and economy of operations, when making overtime assignments, first selection may be made from those employees currently assigned to the job on that shift. Selection may next be made from those employees not currently assigned to the shift requiring overtime. Assignment of overtime will be based on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Records of overtime worked will be kept by the Employer to ensure equitable distribution of overtime work among all employees within a particular group. Payment of overtime will be made in accordance with law, rule or regulation.

**Section 1602.** 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 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 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 1603.** 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. The Employer may consider volunteers for overtime assignments. An employee will not be forced to work overtime against his/her expressed desire as long as another employee meeting the full requirements is willing and available to work in his/her place. The Employer reserves the right to determine the full requirements and availability of the volunteering employee.

**Section 1604.** Any employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work within the basic workweek to perform unscheduled overtime work shall receive at least two (2) hours of overtime pay to include any additional applicable premium pay entitlements (night or Sunday pay differential), or subject to the employer's approval an employee may request compensatory time in lieu of overtime.

**Section 1605.** All overtime declined shall be treated as overtime worked for purposes of determining overtime distribution.

## Article 17 LEAVE

**Section 1701.** Employees shall earn annual and sick leave in accordance with applicable laws and regulations. All requests for leave must be submitted in advance, except for emergency situations. In emergency situations, the employee must notify his/her immediate supervisor of the request within one hour from the beginning of his/her work shift. If extenuating circumstances prevent an employee from meeting the above requirement, exceptions will be made on a case-by-case basis. Instances when the employee is unable to contact his/her immediate and/or second line supervisor, the employee or his/her designee (if physically unable to notify the Employer him/herself) may leave a recorded message. However, the employee must call back and ensure he/she speaks with his/her supervisor during the workday.

**Section 1702.** The following language is not intended to assign work to management but to establish a procedure for the planning and requesting of annual leave. The Employer agrees to establish an annual leave planning schedule every six months of each year within each organizational unit. Employees will request annual leave according to applicable law and regulation by submitting a request through the Navy's electronic timekeeping system or by an OPM 71 form.

Employee requests for annual leave of four (4) continuous working days or more during prime holiday periods will be on a rotating basis within the planning period, and will alternate among employees from year to year. For organizations with shift work, prime holidays will be rotated among employees, i.e. an employee requesting leave for Thanksgiving and Christmas may only be approved for one of the two. In the event of conflict arises concerning requested annual leave periods those with the most senior service computation date will have priority. Management will decide leave approval as soon as possible after receipt of all leave requests and workload requirements are known. Employees will be notified when leave is approved or denied. When a request for annual leave is denied or canceled, the Employer will provide the reason for the denied or canceled leave. Special requests, emergency or unscheduled leave requests submitted outside of the six-month planning period will be considered on a case-by-case basis. Employees should schedule and use their “use or lose” annual leave throughout the leave year. The six-month leave schedule will be posted on bulletin boards in/for the organization.

**Section 1703.** Sick leave, if available, will be granted to employees in accordance with 5 C.F.R. 630.401. This includes reasons for self or family members to receive medical, dental, or optical examination or treatment; incapacitated from the performance of duties by physical or mental illness, injury, pregnancy, or childbirth; provides care for a family member with a serious health condition; makes arrangements necessitated by the death of a family member or attends the funeral of a family member; may jeopardize the health of others by his/her presence on the job because of exposure to communicable disease; or for purposes related to the adoption of a child.

**Section 1704.** Letters of requirement may be in effect for one year, but, at the employee’s request, may be reviewed after six (6) months by the supervisor who issued the letter. The employee will be notified in writing of the determination to continue or discontinue the requirement for medical certification following the review.

**Section 1705.** Leave without pay (LWOP) is a temporary non-pay status and absence from duty granted upon the employee’s request. Authorization of LWOP is a matter of management discretion. The following are examples of situations in which LWOP may be granted:

- a) Pending final action of the Office of Personnel Management on an application for disability retirement, after all sick and annual leave have been exhausted.
- b) During at least the first year an injured employee is receiving injury compensation unless the prognosis for the employee’s return to work in the near future is negative.
- c) To enable disabled veterans to receive medical treatment when sick or annual leave is not available.
- d) Employees who are dependents of transferring military personnel or of Federal employees required to move on rotational assignments in transfer of function or relocation.

- e) For maternity or paternity reasons to enable parents to care for newborn children without a break in service.

Immediate supervisors may grant LWOP up to forty (40) hours. All other requests must be approved by the designated management official.

**Section 1706.** Employees may be excused from duty without charge to leave for brief periods. Management must make individual determinations that the situation is appropriate for excusal and place reasonable limits on the length of such absences from normal assignments. Limitations on the more common situations when excused absence is granted include voting (may be excused the length of time which will permit the employee three (3) full hours after the polls open or before the polls close, whichever is the lesser amount of time), blood donation, tardiness and brief absences (less than one hour), to take an examination given by or taken at the request of the employing activity, employment interviews when competition is for a position within DOD under merit placement procedures or the individual is under notice of separation or change to lower grade for any reason except personal cause, to assist in emergency situations, permanent change of duty station (PCS), initial counseling session resulting from referral under the Civilian Employee Assistance Program (CEAP), participation in management-sponsored volunteer projects, physical examination for enlistment or induction, and to attend funerals under the conditions established in 5 U.S.C. 6321 (veterans).

**Section 1707.** Court leave shall be granted to an eligible employee when required to serve as a juror or a witness on behalf of any party in connection with a judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. Employees must submit supporting documentation in addition to the OPM-71 (Request for Leave or Approved Absence). Federal employees residing in Virginia may keep expenses provided by the courts. Federal employees residing in other states may be required to submit jury fees to their servicing payroll office.

**Section 1708.** Military leave. The Employer will cooperate with all reserve components of the Armed Forces by granting a leave of absence for military training purposes so far as practicable and in accordance with the Office of Personnel Management (OPM) regulations.

**Section 1709.** Family and Medical Leave Act (FMLA) and Federal Employees Family Friendly Leave Act (FEFFLA)/(FFLA)(Public Law 103-388). Employees may request LWOP or accrued leave through the Employer in accordance with applicable laws and regulations.

Article 18  
POSITION DESCRIPTION

**Section 1801.** 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 1802.** 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.

**Section 1803.** 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 provision of the HRSC-East Operating Manual, Chapter 511. A Union representative may represent the employee in presenting his/her appeal.

**Section 1804.** An employee may submit a written request to their supervisor to review the duties described in their position description.

**Section 1805.** Employees will be provided a copy of their Position Description at the time the employee first occupies the position, and will be provided a copy of his/her PD with any changes/amendments. The employee and the supervisor should review the position description at the end or the beginning of the rating cycle so that the duties being performed are described accurately and are current in the position description.

**Section 1806.** The Union may review the Position Description of any employee within the unit.

Article 19  
REDUCTION IN FORCE

**Section 1901.** The Employer agrees that prior to the issuance of official notice to the employees involved in a reduction-in-force (RIF) 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 RIF. The Union may render its assistance in communicating to the employees the reasons for the RIF. The RIF process will be conducted in accordance with applicable regulations.

**Section 1902.** In accordance with applicable regulations, in order to minimize the impact of any RIF, existing vacancies may be filled to the extent practicable through placement of qualified employees who might otherwise be affected by the RIF.

**Section 1903.** In accordance with applicable regulations, eligible career or career-conditional employees who are separated as a result of RIF will be registered on the DOD Stopper List and/or may be registered on the Reemployment Priority List. Acceptance of a temporary appointment (including from reemployment list) will not alter the employee's right to be offered a permanent position.

**Section 1904.** In the event a RIF is implemented, the employee affected shall have the right to review the retention registers relative to his/her case. At the employee's request, a Union representative may accompany him/her when reviewing applicable retention registers.

#### Article 20

#### TERMINATION DURING PROBATIONARY OR TRIAL PERIOD

**Section 2001.** When the Employer terminates an employee serving a probationary or trial period because his/her work performance or conduct fails to demonstrate his/her fitness or qualifications for continued employment, the employee shall be notified in writing in accordance with applicable law, rule or regulation.

#### Article 21

#### HEALTH AND SAFETY

**Section 2101.** The Employer shall ensure a safe and healthful workplace is provided to all employees. Both the Employer and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of hazardous and unhealthy working conditions and practices. The Employer shall maintain an effective safety program in accordance with OPNAVINST 5100.23(series).

**Section 2102.** In the course of performing their regularly assigned work, all employees are to be alert to unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area, which could constitute safety or health hazards. If an unsafe or unhealthy condition is observed, the employee shall orally report the situation to his/her immediate supervisor. Employees (or employee representative) may also submit a report of an unsafe or unhealthy working condition directly to the servicing safety officer.

**Section 2103.** It is agreed that all employees shall report all incidents immediately, as required by existing regulations. The Employer will comply with current regulations and instructions concerning reporting of accidents and providing medical service to employees. Safety and Occupational Health Protection Program poster will be displayed prominently on all official bulletin boards.

**Section 2104.** When the servicing safety office conducts a workplace safety inspection, any employee(s) may bring to the attention of the inspector any alleged unsafe or unhealthy working conditions. Employees may request to remain anonymous.

## Article 22 TRAINING

**Section 2201.** The Employer is responsible for evaluating employee performance, reviewing current and anticipated missions, determining where training can be used to bridge between employee performance and mission demands, and ensuring training is achieved and evaluated. The employer and the union agree that the training and development of employees is mutually beneficial. The union may make recommendations to the employer relative to the training of unit employees and the employer may consider those recommendations.

**Section 2202.** Employees may request additional training consistent with their job assignment and/or work-related duties.

**Section 2203.** The Agency is responsible for determining organizational and individual training needs at least annually. Written Individual Development Plans (IDPs) are required from employees in formal development programs, such as, career program interns, persons in special employment programs such as Upward Mobility, students in career experience programs.

**Section 2204.** Requests for reimbursement for local travel in conjunction with training must be approved in advance of the training. Local mileage for training will be paid in accordance with current travel regulations if government transportation cannot/is not provided.

**Section 2205.** The Employer has the discretion to adjust an employee's hours of work to attend off-site training. Employees must contact their supervisor in the situation of early dismissal from the training to determine if they are to return to work. Reminder: Supervisors only have the discretion to grant less than one hour of excused absence (minus travel time).

Article 23  
EQUAL EMPLOYMENT OPPORTUNITY

**Section 2301.** The Employer and the Union strongly endorse the principles and objectives of the Equal Employment Opportunity (EEO) Program set forth in applicable laws and regulations.

**Section 2302.** It is the policy of the Employer to provide EEO for all persons regardless of race, color, national origin, religion, sex, age, or physical or mental handicap condition.

**Section 2303.** The Employer is responsible to the program by vigorously pursuing the Navy's goals and by employing affirmative actions in all personnel matters.

**Section 2304.** It is agreed that the Employer and employees will treat all personnel with dignity and respect, and should be committed to maintaining a work place free from unlawful discriminatory practices and inappropriate behavior.

**Section 2305.** Command policies and procedures for reporting violations of EEO (to include sexual harassment) will be posted prominently on all official bulletin boards.

**Section 2306.** Employees shall have the right to representation at each stage of the complaint proceedings, including meetings with an EEO counselor.

Article 24  
PERFORMANCE

**Section 2401.** In accordance with applicable regulations, the Employer will establish a program to rate performance on an annual basis.

**Section 2402.** The Employer will develop a written performance plan for each employee based on work assignments and responsibilities covering the official appraisal period. Performance plans must include all critical elements and related performance standards. At the time performance standards are set, the Employer should certify on the performance appraisal the currency and accuracy of the employee's Position Description.

**Section 2403.** Employees are encouraged to participate in the development of their performance plans.

**Section 2404.** Employees will be provided a copy of their performance plans within thirty (30) days of the beginning of each appraisal period, consistent with Employer regulations.

**Section 2405.** Consistent with Employer regulations, one or more documented progress reviews will be conducted during the appraisal period, with one review conducted approximately half-way through the performance cycle. Progress reviews should be informative and developmental in nature.

**Section 2406.** Each employee will receive a rating of record. This includes a rating for each element and assignment of a summary level, and provision of a copy of the rating to the employee. To receive a rating of record, an employee must have served for a minimum of 90 days. If necessary, the employee's rating period will be extended beyond the ending date of the rating cycle to ensure the minimum 90-day period.

**Section 2407.** When it is determined by the Employer that employee performance has become unacceptable in one or more critical elements at any time during the appraisal cycle, the employee will be given the opportunity and provided the assistance needed to improve his/her performance to an acceptable level.

**Section 2408.** The results of performance appraisals may be used in part or in whole when determining training needs, awards, reassignment, promotions, denial of within grade increases, and changes to lower grades or removal actions.

**Section 2409.** When it is determined that an employee's within grade increase must be withheld based on performance, in accordance with applicable regulations, the employee concerned will be informed in writing of the decision to either delay or deny the increase. The employee may request the matter be reconsidered under 5 C.F.R. 531.410.

#### Article 25

#### UNION REQUESTS FOR INFORMATION

**Section 2501.** The Union may request information in accordance with the Statute.

#### Article 26

#### DURATION AND EFFECT

**Section 2601.** 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 less than sixty (60) days prior to the expiration date of this Agreement. In accordance with the foregoing and applicable laws and regulations, the Agreement shall be forwarded to Department of Defense for approval of renewal in one (1) year increments.

**Section 2602.** This Agreement, except for its duration period as specified in Section 2601 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 shall be opened for amendment(s) upon the written request of either Party made within thirty (30) calendar days after receipt by either Party of any order, instruction, or regulation 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 and approved by Department of Defense, will be duly executed by the Parties.

**Section 2603.** Any amendment(s) agreed upon by the Parties shall be reproduced by the Employer and distributed.

**APPENDIX A  
OFFICIAL TIME REQUEST**

Name \_\_\_\_\_

Date \_\_\_\_\_

Union Representative Request

Employee Request

Date and time requested: \_\_\_\_\_

Estimated time requested: \_\_\_\_\_

Please check the appropriate box below:

Term Negotiations: Official time to prepare for and negotiate a basic collective bargaining agreement or its successor. SLDCADA EHZ CODE: BA

Mid-term Negotiations: Official time used to bargain issues raised during the life of a collective bargaining agreement. SLDCADA EHZ CODE: BB

Dispute Resolution: Official time used to process grievances up to, and including, arbitrations, and to process appeals of bargaining unit employees to the various administrative appeals agencies such as the MSPB, FLRA, and EEOC, as necessary to the courts, and employee contact. SLDCADA EHZ CODE: BK

General Labor-Management Relations:

Official time used for such matters as meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union reps, collective bargaining agreement administration, and union participation in formal meetings and investigative interviews. SLDCADA EHZ CODE: BD

Remarks: \_\_\_\_\_

\_\_\_\_\_

Location of union business: \_\_\_\_\_

\_\_\_\_\_  
Representative's signature

\_\_\_\_\_  
Employee's signature

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Approved

Disapproved

Reason for disapproval and reschedule date/time:

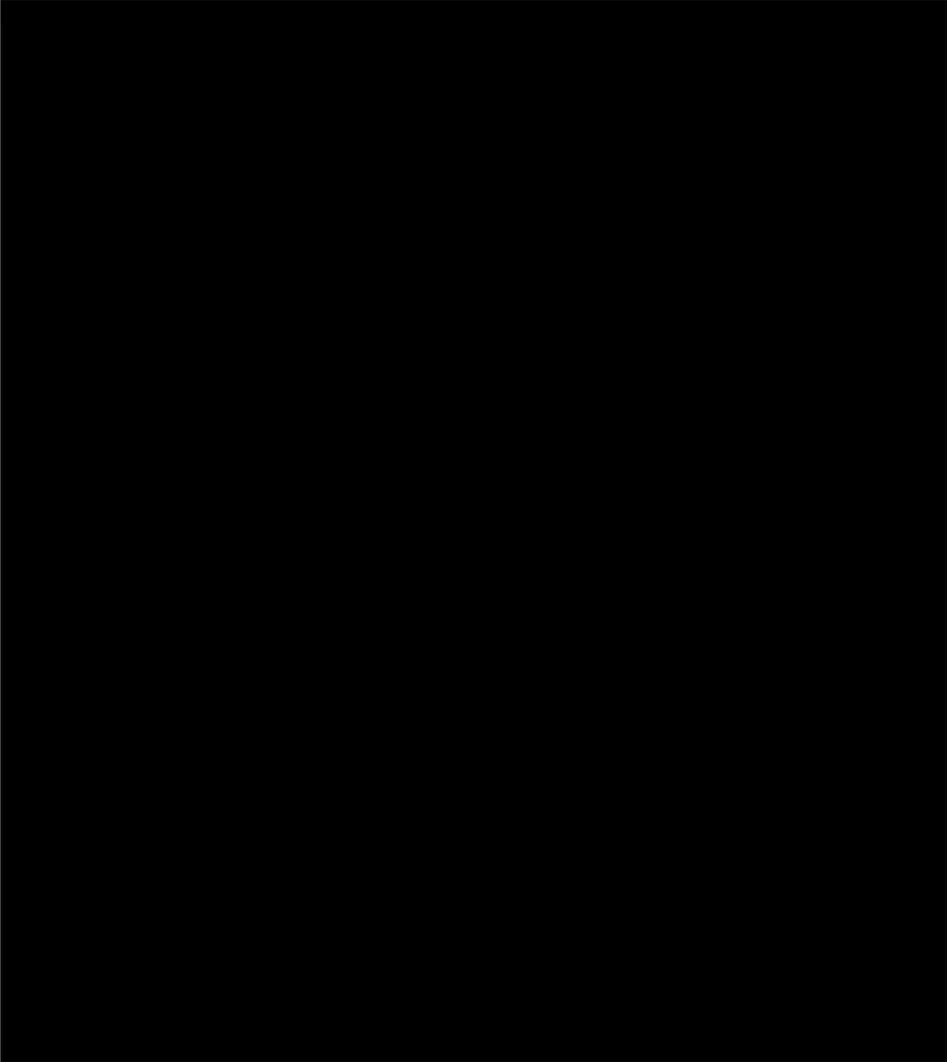
\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Date

IN WITNESS THEREOF, THE Parties hereto have entered into this Agreement on this 12<sup>th</sup> day of January 2010.

For Mid-Atlantic Regional Support Services  
Program Manager (Now known as  
Fleet and Family Readiness Program):

For American Federation of  
Government Employees, Local 22



Approved by the Department of Defense on March 24, 2010