

PREAMBLE

## CONTENTS

### Article

	<u>Page No.</u>
<u>PREAMBLE</u>	4
1.0 <u>PARTNERSHIP</u>	4
<b>UNION</b>	
2.0 <u>DUES WITHHOLDING</u>	6
3.0 <u>PUBLICITY AND GENERAL PROVISIONS</u>	8
4.0 <u>RECOGNITION AND UNIT DETERMINATION</u>	10
5.0 <u>RIGHTS OF THE EMPLOYEES AND THE UNION</u>	10
6.0 <u>UNION REPRESENTATION</u>	13
<b>STAFFING</b>	
7.0 <u>COMMERCIAL ACTIVITIES AND CONTRACTING</u>	14
8.0 <u>DETAILS AND TEMPORARY ASSIGNMENTS TO OTHER POSITIONS</u>	15
9.0 <u>FURLOUGHS</u>	16
10.0 <u>MERIT STAFFING</u>	16
11.0 <u>POSITION DESCRIPTIONS</u>	17
12.0 <u>PROBATIONARY EMPLOYEES</u>	18
13.0 <u>TEMPORARY EMPLOYEES</u>	19
<b>PERFORMANCE</b>	
14.0 <u>INCENTIVE AWARDS COMMITTEE</u>	19
15.0 <u>PERFORMANCE APPRAISAL</u>	19
16.0 <u>PERFORMANCE AWARDS</u>	24

17.0	<u>WITHIN-GRADE INCREASES</u>	24
<b>WORKPLACE</b>		
18.0	<u>FLEXIPLACE</u>	26
19.0	<u>OFFICE EQUIPMENT</u>	26
20.0	<u>PARKING</u>	27
21.0	<u>WORK SPACE ALLOCATION</u>	27
<b>HOURS OF WORK</b>		
22.0	<u>BASIC WORKWEEK AND HOURS OF WORK</u>	27
23.0	<u>COMPRESSED WORK SCHEDULE</u>	28
24.0	<u>FLEXITOUR</u>	29
25.0	<u>OVERTIME</u>	29
26.0	<u>WORK BREAKS</u>	31
<b>LEAVE</b>		
27.0	<u>ADMINISTRATIVE LEAVE</u>	32
28.0	<u>ANNUAL LEAVE</u>	32
29.0	<u>FAMILY AND MEDICAL LEAVE ACT</u>	34
30.0	<u>FAMILY FRIENDLY LEAVE ACT</u>	34
31.0	<u>LEAVE WITHOUT PAY</u>	34
32.0	<u>SICK LEAVE</u>	35
33.0	<u>TIME OFF FOR RELIGIOUS PRACTICES</u>	36
34.0	<u>VOLUNTARY LEAVE BANK</u>	36
35.0	<u>VOLUNTARY LEAVE TRANSFER PROGRAM</u>	37
<b>DISCIPLINE</b>		
36.0	<u>DISCIPLINARY AND ADVERSE ACTIONS, AND ACTIONS FOR UNACCEPTABLE PERFORMANCE</u>	37

## **CONFLICT RESOLUTION**

37.0	<u>ALLEGATIONS OF UNFAIR LABOR PRACTICES</u>	39
38.0	<u>ALTERNATIVE DISPUTES RESOLUTION</u>	39
39.0	<u>ARBITRATION</u>	40
40.0	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>	41
41.0	<u>NEGOTIATED GRIEVANCE PROCEDURE</u>	43

## **WORKPLACE SAFETY**

42.0	<u>ADVERSE WEATHER</u>	46
43.0	<u>DRUG FREE WORKPLACE</u>	49
44.0	<u>EMPLOYEE ASSISTANCE PROGRAM</u>	49
45.0	<u>PREVENTION OF VIOLENCE IN THE WORKPLACE</u>	50
46.0	<u>SAFETY AND HEALTH</u>	51
47.0	<u>FIRE DEPARTMENT</u>	55
48.0	<u>POLICE DEPARTMENT</u>	61

## **OTHER**

49.0	<u>AGENCY REGULATIONS</u>	61
50.0	<u>DEFENSE ACQUISITION WORK FORCE IMPROVEMENT ACT</u>	61
51.0	<u>EMPLOYEE RIGHT TO PRIVACY</u>	62
52.0	<u>SAFETY, FRAUD, WASTE, AND ABUSE</u>	62
53.0	<u>SURVEYS</u>	63
54.0	<u>TOTAL QUALITY PHILOSOPHY</u>	63
55.0	<u>TRAVEL</u>	64
56.0	<u>WAGE SURVEY</u>	65
57.0	<u>DURATION OF AGREEMENT</u>	66

## **APPENDICES**

A.	<u>EXECUTIVE ORDER 12871</u>	66
----	------------------------------	----

B.	<a href="#"><u>OFFICIAL TIME FORM</u></a>	69
C.	<a href="#"><u>TEMPERATURE GUIDELINES FOR BREAK FREQUENCY</u></a>	70
D.	<a href="#"><u>GLOSSARY</u></a>	72
	<b>INDEX</b>	74

### **Preamble**

Pursuant to Chapter 71 of Title 5 of the U.S. Code, the following Articles constitute an agreement between the Naval Air Warfare Center Aircraft Division (NAWCAD), Patuxent River, Maryland, hereinafter referred to as "Management", and Local 1603, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union" or "Labor". Whenever language in this Agreement refers to specific duties or responsibilities of specific employees, union officials, or management officials, it is intended only to provide a guide to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

### **Article 1.0**

#### **Partnership**

**The Command of Naval Air Warfare Center Aircraft Division, Patuxent River, and the American Federation of Government Employees Local 1603 have firmly established a successful partnership and are fully committed to the objectives and processes set forth in Executive Order 12871 (appendix A), which established labor-management partnerships throughout the Federal Government. The Patuxent River Partnership is the primary means of communication and decision-making between the Command and AFGE Local 1603 and has engendered a healthy and productive labor-management relationship. It is the goal of both partners to ensure that Patuxent River delivers the highest quality service to the Navy and to the American people. Both partners recognize that employees are our most important and valuable assets. The Patuxent River Partnership is committed to serving our employees and to continuously improving the working environment at Patuxent River.**

1.1 On 1 October 1993, President Clinton issued Executive Order 12871 directing Federal Agencies of the Executive Branch to establish labor-management partnerships at appropriate levels. The preamble of the Executive Order states:

1.2 "The involvement of Federal Government employees and their Union representatives is essential to achieving the National Performance Review's Government reform objectives. Only by changing the nature of Federal labor-management relations so that managers, employees, and employees' elected Union representatives serve as partners will it be possible to design and implement comprehensive changes necessary to reform Government. Labor-management partnerships will champion change in Federal government agencies to transform them into organizations capable of delivering the highest quality services to the American people."

1.3 The ultimate goal of the Executive Order is for employees and their Union representatives to be involved as full partners with Management representatives to identify problems and together craft solutions to better serve our customers and accomplish our mission.

1.4 The Patuxent River Partnership consists of Labor and Management representatives who meet on a regular basis to explore opportunities for improvement in the organization, and to discuss and resolve issues relating to conditions of employment. This Partnership is a cooperative relationship between Labor and Management which is characterized by mutual cooperation and responsibility for achieving specified goals. Goals are to increase productivity, quality of customer service, and quality of work life.

1.5 The Patuxent River Partnership is dedicated to the philosophy and practice of continuous improvement. Labor and Management respect each other as full and equal partners working together as a proactive force at Patuxent River. It is the goal of the Partnership team to identify and resolve issues before they become crises. Issues handled by the Partnership team will be resolved as quickly and efficiently as possible in order to provide the fastest possible relief to Patuxent River employees and to generate cost-savings for the United States government.

1.6 The Patuxent River Partnership is empowered to bind the Union and Management in its agreements. Decisions of the Partnership Team shall be made through consensus and these decisions may only be revoked or changed with the consensus of the Partnership Team. Both Management and the Union are committed to Partnership and will abide by the decisions made by the Partnership Team.

1.7 The Partnership will serve as an arena for policy and decision making and is empowered to address and negotiate any issue impacting working conditions at Patuxent River in accordance with the Federal Service Labor-Management Relations Statute. The parties agree to bargain in good faith upon request with respect to 7106(b)(1) matters, and to do so with the intent contained in Executive Order 12871 of using collective bargaining as one way to improve government performance. The Partnership Team will include the appropriate competency representatives and technical advisors when discussing the latter. In addressing these issues, the Partnership team will use methods and processes appropriate to Partnership such as interest-Based Bargaining. The parties agree to request assistance from Federal Mediation and Conciliation Service (FMCS) or other mediation service to resolve any impasse issue.

1.8 The Partnership Team is recognized as the authority on the interpretation of the negotiated agreement. All contract interpretation questions will be addressed to the Partnership Team and third-party intervention will only be initiated if the team is unable to come to consensus on the issue. This principle will also apply to all like situations, including arbitration of grievances, charges of Unfair Labor Practices, and negotiability issues. Intervention by a third-party will not be sought by either party unless the Partnership Team cannot come to consensus. Both the Union and Management will make every attempt to resolve these issues within the Partnership in an effort to preserve labor-management relations, conserve monetary and human resources, and avoid delay.

1.9 In recognition of the success of partnership, AFGE Local 1603, and the Command encourage the development of partnerships within competencies and departments. These partnerships may be requested by either the Union or the competency or department and will be initiated upon approval

and recognition by the Patuxent River Partnership. These partnerships will operate on the same principles and stipulations as the Patuxent River Partnership and will handle issues specific to that competency or department. These partnerships will comply with and be subject to the decisions of the Patuxent River Partnership and are encouraged to further develop implementation process of the Patuxent River Partnership's decisions where appropriate. Communication and an exchange of information between the Patuxent River Partnership and the competency and department-level partnerships will occur on a continuous basis.

1.10 Information sharing is an integral part of the Partnership Process. Both the Union and Management have committed themselves to this principle and will exchange and discuss all information pertinent to the subject being addressed prior to entering the decision-making stage.

1.11 As the Partnership Team develops solutions and makes decisions, it is essential that these decisions be disseminated throughout the work force. The Partnership Team will promulgate its decisions by publicizing them in appropriate media.

1.12 Continuous training is essential to the partnership process. Training will be used to educate Partnership Team members about tools, methods, and techniques that will enable and augment the success of the team's efforts, as well as to continuously strengthen and improve team dynamics. In order to generate ongoing professional development, the team will engage in periodic retraining, especially as the composition of the Partnership Team changes.

1.13 In accordance with its commitment to continuous process improvement, the Partnership Team will adopt appropriate tools and methods to measure its success. The team will employ various methods to assess its productivity and how well it is serving the Command and the employees at Patuxent River.

## **Article 2.0**

### **Dues Withholding**

2.1 An employee of NAWCAD Patuxent River who is a member in good standing of the Union may authorize an allotment of pay for payment of dues for membership, provided:

- The employee is covered by this Agreement.
- The employee has voluntarily completed a request for allotment of pay.
- The employee receives pay on the regularly scheduled paydays at the installation and pay is sufficient after other legal deductions to cover the full amount of the allotment.

2.2 The procedures and effective dates of the authorization shall be as follows:

- The Union will inform each of its members of the voluntary authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for terminating an authorization.
- The Union agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotment.
- The Union treasurer is designated to process completed authorization forms by

competing Section A thereof and is responsible for ascertaining that the employee is a Union member in good standing. Certified authorization forms will be submitted to the Payroll Customer Service Office, NAWCAD Patuxent River.

- Payroll Customer Service Office will process the SF-1187 upon receipt.

2.3 Allotted dues will be withheld biweekly. The amount to be withheld will cover the regular dues of the member. Dues will be withheld at two or more different levels to accommodate those Union members who may wish to participate in the Union's Dental Program. The Payroll Customer Service Office will be notified in writing by the President of the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective the first pay period beginning on or after the date of rate change, provided the notice has been received by the Payroll Customer Service Office at least 10 working days before the date of preparation of that payroll, unless a later date is specified by the Union. Only one such change may be made in any period of 12 consecutive months. Any change in the allotment other than that which applies to regular monthly dues may be made with 30 days' notice. Only one such change can be made within a 6-month period.

2.4 The procedures and effective dates for terminating an allotment shall be as follows:

2.5 An allotment can be terminated when:

- The Agreement ceases to be applicable to the employee.
- An employee loses good standing in the Union.
- An employee submits an SF-1188 to the Union Office within the 30 day period as described below.

2.6 An employee must submit an SF-1188 to the Union Office for the revocation of an allotment no more than 2 weeks before, and no later than 2 weeks after the anniversary of the date on the SF-1187 form. The Union will verify the anniversary date and forward the request to the Payroll Customer Service Office. The anniversary date of the authorization for dues withholding, SF-1187, shall be 1 year from the first day (Sunday) of the first pay period that dues are initially withheld.

2.7 The Payroll Customer Service Office will terminate an allotment effective:

- At the end of the pay period when the Agreement ceases to be applicable to the employee (e.g., employee is no longer in the bargaining unit, departure from government service).
- Upon receipt of written notice, in duplicate, from the Union to terminate the allotment because of an employee's loss of good standing.
- The first full pay period following a timely filing of the form SF-1188 as described above.

2.8 The Payroll Customer Service Office will not accept SF-1188 forms which have not been processed through the Union office.

2.9 Requests for termination of dues withholding will only be accepted during the 30 day timeframe. Requests received outside this timeframe will be returned to the employee with an explanation of the reason for the rejection. Form 1187 must clearly indicate to the employee that dues withholding will continue unless timely revocation is received.

2.10 Within 7 working days following completion of each payroll, the DFAS DAO, Pensacola will remit the amount due to the Union treasurer. Each remittance will be accompanied by a statement in duplicate with the following information:

- Identification of installation.
- Identification of Local.
- Names of members for whom deductions were made, and amount of each deduction.
- Names of members for whom deductions previously authorized were not made, with coding to show reason for nondeduction.
- Total number of members for whom dues were withheld. Total amount withheld on this payroll.
- Net amount remitted.

### **Article 3.0**

#### **Publicity and General Provisions**

3.1 Management will make available to the Union bulletin boards or space on bulletin boards which is accessible to all employees. The Union will have available space on one unofficial bulletin board in each building. When an official bulletin board is the only one in the building, space will be made available to the Union upon request. The NAWCAD Patuxent River Partnership Team will agree on Bulletin Board locations at new facilities. The Union may post notices of Union appointments and election results, recreational and social activities, and Union meetings without individual screening by Management. The Partnership will review other informational matters to be posted. The Union agrees that information posted on bulletin boards will not contain items relating to partisan political matters.

3.2 The Union may announce Local meetings in the Plan of the Day. The announcements will be listed under unofficial business and be limited to the purpose, date, time, and place of the meeting. The Union and its representatives shall have use of the guard mail service.

3.3 Whenever a change in officials or stewards occurs, the Union will forward a new listing to the Human Resources Office (HRO) for forwarding to the NAWCAD Patuxent River activities.

3.4 Management will publish the work area telephone numbers of the Union President, Vice President, Chief Steward, and Office Staff in the station directory under the organizational heading for the Union. The Union is responsible for forwarding any changes in the incumbents of these positions to the appropriate Customer Service Team.

3.5 Union representatives may make desk drops of materials relating to their representational functions during normal working hours. Any disputes concerning these deliveries will be resolved through the local NAWCAD Patuxent River Partnership Team.

3.6 Management will furnish, to the President, a copy of final versions of printed local notices and instructions and bulletins, etc., whether issued at the bargaining unit level or at a subordinate level which affect personnel policies, practices, and working conditions of bargaining unit employees.

3.7 Employee representatives may use existing activity telephones to communicate with employees, other local Union representatives, and Management.

3.8 Management will provide the Union with three reserved parking spots at Building 421.

3.9 Management will provide the Union with duplicating and photocopying capabilities (Xerox Model 5034) at the Union office. The Union is responsible for providing the consumable materials.

3.10 An employee who is an official or representative of the Union may be excused without charge to leave in conjunction with attendance at training sessions sponsored by the Union, provided the subject matter of such training is of mutual concern to Management and the employee in his or her capacity as a Union representative. At least 2 weeks prior to the training session, the Union will submit to Management a description of the training course content and any other pertinent materials. The Union will be allocated 600 hours per year for this purpose. Training should be distributed so that Labor and Management both receive maximum benefit of any training received. Any need for additional training hours will be addressed at the NAWCAD Patuxent River Partnership.

3.11 Each organizational element will determine and allot a reasonable amount of time sufficient for clean-up and storage of work tools and equipment and their personal clean up, based on the nature of their work assignment.

3.12 Management will continue to provide the Union with office space. All office space provided is solely for the use of the Union or employees of AFGE. The Union is responsible for scheduling use of the conference room. The Union shall have furniture and other equipment provided which will adequately assist the Union in the fulfillment of their representational obligations. Management will be responsible for maintaining security, fire prevention, sanitation, and cleanliness regarding the use of such space. Management will make reasonable efforts to provide private space, as available, for confidential discussions between a bargaining unit member and designated Union representative. The Union may schedule NAWCAD facilities for training and other necessary activities.

3.13 Management will continue the practice of providing space for Union supplied publication racks to the extent practicable.

3.14 Management will provide copies of this agreement in electronic form for bargaining unit employees, and quantities necessary to the Union for ratification purposes.

3.15 Employees will be notified when their computer files have been accessed by the Systems administrator except in cases of national security, criminal investigations, or other suspected work-related misconduct.

#### **Article 4.0**

##### **Recognition and Unit Determination**

**AFGE Local 1603 is the exclusive representative for bargaining unit employees at the NAWCAD Patuxent River complex. This article defines the Union's representation responsibility and composition of the bargaining unit.**

4.1 The Union has been recognized as the exclusive representative of all employees in the bargaining unit, as defined below. The Union recognizes its responsibility of representing the interest of all such employees without discrimination and without regard to Union membership with respect to personnel policies, practices, and matters affecting working conditions, subject to the express limitations set forth elsewhere in this Agreement. The Union is statutorily required to represent a bargaining unit employee, regardless of Union membership, only when the Union is the exclusive representative empowered to act in the situation. Situations when the Union is not obligated to represent nonmembers include cases involving Federal Labor Relations Authority (FLRA), Equal Employment Opportunity (EEO), Merit Systems Protection Board (MSPB), Office of Personnel Management (OPM), Office of Special Council (OSC), and arbitration. All other grievances covered by this Agreement will be handled without regard to Union membership.

4.2 As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

4.3 This Agreement is applicable to all civil service employees whose official location code is at the NAWCAD Patuxent River complex, except those employees coded with Bargaining Unit Status (BUS) Codes 7777 and 8888.

4.4 Management and the Union agree that when a new group of employees is added to the bargaining unit, any past practices that exist with respect to those employees shall continue in effect until reviewed and negotiated.

4.5 If Management makes the decision to exclude any position existing in the bargaining unit, as it stands on the effective date of this Agreement, the Union shall first be notified. Upon receipt of the notice, the Union may meet with Management within 30 working days to attempt to resolve the matter. If the matter is not resolved, either party may follow the applicable FLRA procedures.

#### **Article 5.0**

##### **Rights of the Employees and the Union**

5.1 In an atmosphere of mutual respect, all employees shall be treated fairly and equitably, and without discrimination in all aspects of personnel management, without regard to political affiliation, Union activity, race, color, religion, national origin, sex, marital status, age, or nondisqualifying disability, and with proper regard and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions which will be

conducive to enhancing and improving employee morale and efficiency, while meeting the goals and mission of the organization.

5.2 Instructions and counseling will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. When it is determined that verbal or written counseling is necessary, the counseling will be accomplished during a private discussion with the concerned employee. At the conclusion of a one-on-one counseling session between a management official and an employee, if dissatisfied, the employee is entitled to pursue a grievance and may proceed to Step 1 of the grievance procedure. Employees may have their Union representative present at counseling sessions. Written counseling will be accomplished in the same manner as specified above, except that a written statement will be given to the employee. Counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct or performance.

5.3 If, during any meeting between the employee and Management official, the employee believes the meeting may result in disciplinary action, the employee may request to be represented by the Union. Management will inform the employee of this right before conducting a meeting which might result in disciplinary action. If such a request is made, Management official shall suspend the meeting until the employee has the opportunity to meet with the Union representative.

5.4 Reasonable notice to the Union of a formal meeting, including a predisciplinary meeting, shall be provided to the Union no less than 2 days in advance of the meeting except in critical circumstances. The notice shall include:

- The general nature of the meeting;
- Copies of any handouts that will be distributed, and;
- The identification of who will be expected to attend.

5.5 Management will maintain and retain employee personnel records in accordance with law, rule, regulation, and this Agreement. The contents of the official personnel file shall be made available to the employee (or his/her designated representative) for review without charge to leave or loss of pay, and copies provided if requested. In accordance with applicable laws and regulations, materials which are no longer relevant to the supervisor and employee will be withdrawn and destroyed. Any entry which the employee believes to be unjustified is subject to negotiated grievance procedure. Employees will be advised annually of the nature, purpose, and location of their Official Personnel Folder (OPF) and of their right to access their OPF's and all other files maintained on the employee. All OPF's shall be purged and information disposed of in accordance with appropriated records control schedules. Personnel records will be maintained in accordance with OPM's guide to personnel record keeping and Department of Navy instructions.

5.6 Individual files on each employee not approved as an official system of records will not be kept by management officials at any level. If supervisors make a personal decision to keep notes on employees, the notes or files must be uncirculated, they cannot be reviewed by anyone else

(this includes secretaries, other supervisors, or Agency officials) and must be maintained in a secure fashion in order to prevent disclosure. Supervisory notes may be used to support any action detrimental to an employee only if such notes are given to the employee.

5.7 Each employee shall have the right to bring matters of personal concern to the attention of their Union representatives and appropriate management officials.

5.8 All employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join, and assist the Union or to refrain from such activity. Employees have the right to Union representation in resolving grievances or potential grievances. In the exercise of this right, employees and their representatives shall be free from any and all interference, restraint, and discrimination. Union membership or participation shall not be discouraged or encouraged by managers or supervisors.

5.9 Under the terms of this agreement, the Union has been recognized as the exclusive representative. It shall be given the opportunity to be present at and participate in formal discussions between Management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees.

5.10 The Civil Service Reform Act of 1978 provides that the Union shall be informed of and be entitled to be present at all formal discussions between one or more unit employees or their representative, including grievances, formal EEO meetings, personnel policies and practices, and other conditions of employment. The Union representative is entitled to participate and ask pertinent questions.

5.11 The Union has the right to represent any employee in the bargaining unit in connection with an informal or formal grievance, complaint, or an appeal from an adverse action, if the employee involved desires such representation.

5.12 Officers and stewards of the Union shall be protected in the performance of representational duties from intimidation and/or coercion by any official of Management.

5.13 At all times during and after the term of this agreement, the parties will bargain upon the request of either party concerning changes to conditions of employment in accordance with Chapter 71 of Title 5 of the U.S. Code. Such bargaining is expressly reserved for the matters addressed in this agreement, or not so addressed, when either party proposes a change(s) that would affect conditions of employment. Changes proposed may not conflict with the terms of this agreement except by written mutual agreement to reopen such terms.

5.14 Unless excluded by law, existing government-wide regulation, Executive Order, or this agreement, all provisions of this collective bargaining agreement are enforceable through the negotiated grievance procedure, the unfair labor practice procedure, or otherwise available procedures, consistent with such procedures.

5.15 The President of the United States has directed agencies to bargain in good faith concerning matters that are described in Title 5 of U.S. Code 7106(b)(1), namely: numbers, types, and grades of employees assigned to an organizational subdivision, work project, or tour of duty, and technology, methods, and means of performing work. With respect to bargaining concerning mid-term changes, the parties agree to bargain in good faith upon request with respect to such 7106(b)(1) matters, and to do so with the intent contained in Executive Order 12871 of using collective bargaining as one way to improve government performance. The parties agree to request assistance from FMCS or other mediation service to resolve any impasse.

5.16 Management agrees that it will notify and negotiate in good faith with the Union Regarding proposed changes in working conditions, personnel policies, practices, or procedures in accordance with the Federal Labor Management Relations Statute. Management will provide the Union with a draft of the proposed change along with relevant documentation. The Union will indicate its desire to negotiate within 20 days of receiving the draft and documentation. Management and the Union will then negotiate the proposal prior to its implementation unless the Union waives its right to do so.

5.17 Management agrees that it will notify and negotiate with the Union whenever proposing more than minimal changes to the physical work site of employees represented by the Union.

## **Article 6.0**

### **Union Representation**

**In the best interests of Labor and Management, stewards will be chosen based on their belief that through mutual cooperation, win-win resolutions can be achieved in the spirit of partnership. Stewards will have the ability to work through Alternative Disputes Resolution, and to handle grievances using a variety of techniques including an interest-based process.**

6.1 Union stewards' responsibilities and assigned areas:

- Stewards designated by the Union shall be bargaining unit employees and shall become recognized as representatives for employees in NAWCAD Patuxent River. When a new steward(s) is appointed, the Union will provide a complete, updated listing which shall be posted in appropriate media.
- Management will recognize stewards when duly designated by the Union. Stewards are authorized reasonable time during duty hours to perform representational duties as described in this Agreement. Each steward will ensure that the official time is recorded on both the timecard and the official time form. When a steward represents an individual from a different competency, the steward will record the official time used for that benefitting cost center code both on the official time form and on the timecard. There shall be no restraint, interference, coercion, or discrimination against the steward because of the performance of such duties. The steward will notify his or her immediate supervisor of the performance of representational duties and the approximate time required, and will obtain approval in

advance for the performance of each specific incident requiring his or her services for Union matters. All official time used by stewards will be documented on an official time form, provided in appendix B. If the time necessary to complete the function will exceed the time originally requested, the steward will contact the supervisor to request additional time. The supervisor may deny a request for official time for substantial legitimate reasons, (e.g., workload, emergency situations, etc.); however, Management will make every effort to meet requests for additional official time.

- The Union will be notified prior to a steward's transfer or reassignment, except in cases of emergency or in normal rotated schedules.
- Stewards shall not use their offices for matters outside the scope of this Agreement.
- They shall conduct business with dispatch. They may receive, but shall not solicit, complaints or grievances from employees on official time.

#### 6.2 Elected Union officials and their duties:

- Management will recognize the officers of the Union and shall be kept advised, in writing, by the Union of the names of its officers.
- The Union will be notified prior to a Union officer's transfer or reassignment, except in cases of emergency or in normal rotated schedules.
- The Union President, Vice President, and Chief Steward, if bargaining unit employees, are authorized reasonable time during duty hours to perform representational duties as described in this Agreement. Each official will report the time spent for this purpose to the supervisor. Procedures for requesting and using official time are the same as those stated above.

6.3 Union officials and stewards will be allowed to receive and return calls related to representational issues, in their work areas, with as much privacy as can be expected. Such calls shall be kept to the minimum number and duration practical.

6.4 Any one member of the bargaining unit who is elected or appointed to a full-time Union office may be considered for leave without pay for the purpose of serving with the Union. Leave without pay for this purpose is limited to periods not in excess of 1 year, but may be renewed at the option of Management.

### **Article 7.0**

#### **Commercial Activities and Contracting**

**Any issue not addressed in this article will be addressed through the local Labor-Management Partnership Team.**

7.1 Management will inform the Union as soon as they are officially notified of the decision to conduct a Commercial Activities (CA) study on a function(s) where bargaining unit employees are assigned. Management will also advise the Union of the competitive levels and the numbers of bargaining unit employees affected. The Code of Federal Regulations (CFR) defines competitive levels as: "All positions in a competitive area which are in the same grade (or

occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that an agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption."

7.2 As soon as possible, but not later than 2 weeks after the Union has been notified, Management will meet with affected employees to announce the CA study. At this meeting, Management will describe the CA process, distribute a CA information brochure, and answer any questions to give employees a general understanding of the process. Management will routinely advise affected employees of the progress of the study. A Union representative will be invited to participate in any such meetings.

## **Article 8.0**

### **Details and Temporary Assignments to Other Positions**

8.1 The detailing of employees shall be in compliance with the local instruction (NASPAXRIVINST 12300 (series)).

8.2 When an employee is detailed to a higher graded existing vacant position for a period in excess of 45 calendar days, the employee will be temporarily promoted on the 46th day, provided established qualification and eligibility requirements are met. Management will ensure that eligible employees in the immediate work area are given the opportunity for detail to the higher graded existing position to the extent possible. This pertains to existing vacant positions that need to be filled. Employees who are not eligible for the promotion may request to end the detail. Management may meet with the employee to discuss alternatives to address the employee's interest and job requirements. Any unresolved issue may be taken to the competency labor-management subpartnership team.

8.3 Selection for a detail will not compromise the open competitive principle of the merit staffing program. Details to higher graded positions or to positions with known promotional potential which require competition will be handled in accordance with the merit staffing instruction.

8.4 Management agrees to notify the Union prior to placing any designated Union representatives on a detail. Management will make every effort to allow a Union official detailed to a temporary assignment to continue performing his/her representation functions associated with the Union position.

8.5 When an employee has short-term medical limitation(s), Management will consider a temporary assignment of limited duties in lieu of requiring leave. The limitation(s) must be supported by a statement from the employee's physician and verified by Management's physician.

## **Article 9.0**

### **Furloughs**

**This article is intended to minimize the impact of furloughs on the work force.**

9.1 When it appears that a furlough will occur, Management will notify the Union as soon as possible. Labor and Management will work together to ensure that employees are well informed of their rights and provide assistance and support for employees being furloughed. In the event of a furlough, the Union will provide Management with an informational packet. This packet will be included with the notice of furlough letter. The furlough letter will have a paragraph identifying the informational packet which will contain a request to provide home address to the Union. Without the home address, the Union will be unable to communicate with furloughed bargaining unit employees.

9.2 There are two types of furloughs: anticipated and unanticipated.

9.3 An anticipated furlough results when there is a budget or a major program shortfall in labor funding that cannot be met by reallocation of funds from other accounts. When a decision is made to implement the furlough and flexibility exists, the order of action will be:

- Offer opportunities for employees who would volunteer to take a furlough.
- The Patuxent River Labor Management Partnership Team will design a plan to distribute the furloughed time equitably throughout the work force for the remainder of the fiscal year.
- Full furlough of temporary employees.
- Full furlough of part-time employees.
- Full furlough of full-time employees.

9.4 An unanticipated furlough results when Congress fails to pass the appropriations or authorizations bill or when funding is suddenly cut off. This situation allows no planning time.

## **Article 10.0**

### **Merit Staffing**

**The Merit Staffing Program is covered by this agreement and NASPAXRIVINST 12335.1 (series). This article contains a modification to 12335.1 for bargaining unit employees and two additional items not covered by the instruction.**

10.1 All Merit Staffing announcements will be publicized in the Tester and by electronic means to satisfy posting requirements. Employees should be proactive in seeking information on job openings.

10.2 The minimum area of consideration for bargaining unit positions shall be a Level 2 competency within the Naval Aviation Systems Team at Patuxent River.

10.3 The standard area of consideration for bargaining unit positions shall be the Naval Aviation Systems Team at Patuxent River. The standard area of consideration may be reduced or expanded at Management's option.

10.4 On a quarterly basis, HRO management will provide statistical data to the Union on the filling of bargaining unit vacancies filled through merit promotion.

10.5 The Merit Staffing Program Instruction 12335.1D may be opened by either party for possible revision in January 1998.

## **Article 11.0**

### **Position Descriptions**

**Management and the Union agree that position descriptions shall accurately reflect the principal duties and responsibilities of the position.**

11.1 Management will assure that position/job descriptions are current and accurate. Bargaining unit positions must be accurately described in writing, and classified as to the proper title, series, and grade. Assignment of duties unrelated to an employee's principal duties as contained in the position description shall be made only when such assignments will not adversely affect the performance of principal duties and responsibilities. Primary duties should be at least 50% of the duties assigned. If continuing collateral duties not related to the position exceed 10% of the employee's time, they will be included in the position description. An employee will be furnished with a copy of his/her position/job description upon request.

11.2 The position classification program for NAWCAD Patuxent River will be carried out in accordance with the current Negotiated Agreement and within the guidelines of the Office of Personnel Management (OPM).

11.3 When a change in an employee's position description results in a change to the series, title, or grade of the position, Management will discuss the change with the employee. The employee will be notified of his or her right to Union Representation at this meeting.

11.4 Supervisors and employees should review the accuracy of the employee's position description during the mid-year performance review and during the annual review. If substantive changes are required, a revised position description will be prepared and submitted to the Human Resources Office (HRO) for appropriate action and implementation. In some cases, this will require a desk audit of the employee's position. An employee may request a desk audit through the supervisor. Disputes involving the qualitative or quantitative value of tasks performed by the employee which affect the grading of a job may be appealed to appropriate authorities. The employee may consult with an HRO specialist regarding the classification of his or her position/job.

11.5 Where classification audits are to be performed, advance notice will be provided to employees who are to be interviewed. When there is a classification audit report, the supervisor will provide a copy of the audit report to the employee upon request.

11.6 Employees are encouraged to discuss any position description change or inaccuracy with the supervisor, who will also maintain a continuing review of duties. Disputes involving the qualitative or quantitative value of tasks performed by the employees which affect the grading of a job may be appealed to appropriate authorities.

11.7 A bargaining unit employee who has filed an informal/formal classification appeal is entitled to Union representation to assist in the preparation and presentation of the appeal or meeting with Management concerning the appeal. A written summary of the finding will be promptly provided to the employee and the Union.

11.8 Notices of grade and pay retention entitlements will (pursuant to Public Law 95-454, Title 8, Subchapter 6) be issued to bargaining unit employees whose positions are reclassified at a lower grade as a result of a desk audit or by the application of new classification standards. A copy of all notices will be concurrently furnished to the Union.

11.9 A promotion resulting from reclassification to a higher grade shall be effective no later than the start of the second full pay period following the decision.

## **Article 12.0**

### **Probationary Employees**

**Probationary employees are a valuable part of our future work force. By providing training, development opportunities, and assistance to probationary employees, we ensure a continuing high quality work force.**

12.1 The initial probationary period is the first year of employment in the Federal service during which the employee demonstrates fitness for continued employment. During this time, the employer will provide probationary employees with the resources to further develop skills and qualifications.

12.2 If Management makes an initial determination to separate a probationary employee for reasons other than just cause, it will consider the possibility of reassigning the employee to a vacant position commensurate with the employee's demonstrated ability.

12.3 If a probationary employee fails to demonstrate fitness or qualifications, Management shall make a determination to separate the employee and will provide advance written notice as to why the employee is being separated and the effective date of the action.

## **Article 13.0**

### **Temporary Employees**

**Temporary employees are an important part of our work force and will be given the care and consideration that we give to our permanent employees.**

13.1 Temporary employees include those designated as temporary, term, and TAPER employees. Employees who meet Office of Personnel Management requirements and have demonstrated good performance will be considered for permanent positions. Employees will be given the opportunity to improve minor performance problems and correct minor misconduct. Transfers will be considered where the employee will be more productive in another location.

13.2 Employees may be separated at any time upon written notice from the employer. Employees should be given 30 days advance written notice of their separation, except in the following conditions: serious performance problems, major misconduct, the protection of the health and safety of other employees, a financial emergency requiring immediate reduction of staff, reasonable belief that the employee has committed a crime for which a period of imprisonment may be imposed, or expiration of appointment.

13.3 A higher level management official may meet with a temporary employee along with a union representative to review the reasons for a discharge related to performance or conduct. Term and TAPER employees who are being discharged will be provided rights as stated in the CFR.

## **Article 14.0**

### **Incentive Awards Committee**

14.1 If a Unit employee's award, including a Civilian of the Year Award, nomination is being considered, the President of the Union or an individual designated by the President will be given the opportunity to be a member of any Incentive Awards Committee considering the award.

## **Article 15.0**

### **Performance Appraisal**

**The performance appraisal system is intended to provide periodic assessment of an employee's job performance and meaningful feedback to the employee.**

#### **Appraisal System Participation**

15.1 The performance appraisal system conforms to Chapter 43 of Title 5, U.S. Code, Part 430 of the CFR, this contract, and NAWCADINST 12430. The provisions of this article apply to all bargaining unit employees in the competitive and excepted service, including wage system employees, except employees excluded by law or 430 CFR.

## **Purposes and Functions of Performance Appraisal**

15.2 Performance appraisal systems are intended to provide periodic assessments of job performance. The results of performance appraisals will be used as a basis for training, rewarding, reassigning, promoting, demoting, removal and decisions relative to within-grade increases. The supervisor will assist employees in improving below fully successful performance.

## **Elements of the Performance Appraisal System**

### **Common Critical Elements and Work Plan**

15.3 Under the Alternative Performance Appraisal System, a performance appraisal plan consists of common critical elements and one work plan critical element containing objectives tailored to the employee's position and the goals of the organization.

15.4 A critical element is a component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

15.5 The work plan critical element typically contains three or five specific, task-related objectives and constitutes one critical element to be accomplished by the individual during the appraisal year. The objectives will relate to the requirements and goals of the organization and are in direct support of the Command's mission. Work plan objectives are described at the fully successful level in terms of accomplishments (products or services).

### **Performance Standards**

15.6 Common critical element performance standards are provided at the unsatisfactory, fully successful, and outstanding levels. A performance standard is a statement of the expectations or requirements established for a critical element at a particular rating level. The performance standards and their application must be fair, reasonable, attainable, and objective (quantifiable, observable, and/or verifiable). Performance standards will be applied in a fair and equitable manner.

### **Work Plan Objectives**

15.7 Work Plan Objectives must be consistent with the duties and responsibilities contained in the employee's position description and must facilitate the accurate evaluation of job performance on the basis of objective criteria. When feasible, work measures such as timeliness, quantity, quality, cost effectiveness, and accuracy will be expressed to indicate how much, how accurate, how soon, or when, how many, or how much.

15.8 If numeric goals, guidelines, or indicators will be used to assess employee performance they must be specifically and clearly stated in the work plan objective.

15.9 The supervisor and employee will develop the work plan objectives at the beginning of the appraisal period and when work requirements change. In developing these objectives, the supervisor and employee should consider the mission and goals of the organization. Both supervisor and employee should make sure that each clearly understands what the objectives mean and how they will be met. When establishing common work plan objectives for ten or more employees, Management and the Union will each designate three employees as committee members to formulate and recommend the objectives. Any unresolved issue may be raised within the competency labor-management subpartnership team.

## **Ratings**

15.10 Ratings identify an employee's level of job performance. Ratings are determined by applying established performance standards to an employee's critical elements. If there is a need to add, delete, or revise a work plan objective, the supervisor and employee will update and review needed changes. Changes may be initiated by the employee or the supervisor.

15.11 Thirty days prior to the end of the rating period, supervisors will advise employees of the opportunity to submit a yearly accomplishment report (YAR) or to meet and discuss accomplishments. The YAR and/or meeting is highly desirable and beneficial to both the supervisor and the employee. Supervisors will use performance feedback forms (see attached Feedback Form), Team Leader feedback, the YAR, and/or the preevaluation meeting to evaluate the employee's performance. In evaluating performance, Management will take into account, factors affecting job performance which are beyond the control of the employee. Management agrees that an employee's performance appraisal will be based on overall performance for the entire appraisal cycle and not on minor isolated instances of atypical performance.

15.12 The rating process will normally take place within 30 days after the close of the performance appraisal period. The employee's immediate (first-level) supervisor is the rating official. An employee may request a written justification for each critical element rating on which the employee disagrees. This helps the employee understand if improvement is needed and ensures the fairness of the process.

15.13 After the reviewing official has approved the ratings, the supervisor will review and discuss them with the employee. After the supervisor and employee have discussed the ratings, the employee has 10 days to provide additional input or comments. The supervisor should carefully consider this input and evaluate whether or not it might affect the rating. This additional input can provide information that is not normally available. Changing a rating does not indicate a lack of supervisory skill, but rather indicates a comprehensive reevaluation of the employee's performance. An employee who believes that he/she has been adversely affected by application of a performance standard/work plan objective may raise the issue of whether the

performance standard/work plan objective, as applied to the employee, is fair and reasonable under the negotiated grievance procedure. Ratings are considered tentative until the employee has provided input and comments or the 10 days allotted for the employee's response have elapsed.

15.14 Ratings of record that have been changed as a result of a reconsideration or grievance shall be signed by the appropriate parties. There shall be no other documentation in any section of the Performance Plan form to indicate the appraisal is the result of a grievance or any like or similar action.

15.15 Today's environment of transition and reinvention requires Union representatives to use official time during which they act as vital catalysts for positive change. Participation in Labor Management Partnerships or Command-sponsored work teams is an official function and positive recognition of these efforts is appropriate. These activities contribute to the work processes and environment at Patuxent River and are of benefit to the Command. Employees who act as Union representatives on official time shall not be penalized in performance ratings.

### **Progress Review**

15.16 Employees and their supervisors will have at least one progress review meeting in the middle of the appraisal period. Employees will be informed of the level of their performance on each critical element by comparison of their performance with the performance standards/work plan objective. Supervisors will provide additional guidance or opportunities to assist the employee to exceed work plan objectives and surpass the fully successful level. The employee is encouraged to enter into dialogue with the supervisor to recognize areas of accomplishment, to ascertain potential areas for improvement and possible training that might be required to enhance the employees skills and abilities, and to address any changes in work that necessitate changes to the work plan objectives. The employee is encouraged to discuss ideas with the supervisor that would open up opportunities for the employee to surpass the fully successful level.

15.17 Informal discussions, including review of performance to determine progress and problems, are a normal part of supervision and should occur throughout the appraisal period. These discussions should be a candid, forthright dialogue between the supervisor and employee aimed at improving the work process or product. The discussion will provide the opportunity to assess accomplishments, progress, and to identify and resolve any issues affecting performance. Discussions will provide the employee the opportunity to seek further guidance and understanding of his/her work performance. An employee may request informal feedback on performance at other times during the performance period.

### **Minimally Successful Performance**

15.18 If at any time the employee's performance falls below the fully successful level, the supervisor will conduct a special review. During this review, the supervisor must explain to the employee exactly where performance is lacking and provide assistance to bring the performance up to fully successful or higher level. The supervisor will assist the employee in

reaching the fully successful level through counseling, closer supervision, on-the-job training, and/or formalized training, as appropriate.

### **Unacceptable Performance**

15.19 If at any time the employee's performance is determined to be unacceptable (below minimally successful) in one of more critical elements, Management will:

- notify the employee in writing of the critical element (s) for which performance is unacceptable.
- provide the employee a copy of the written minimally successful standard.
- afford the employee a reasonable opportunity to demonstrate acceptable performance (i.e., at least minimally successful performance).

15.20 The length of time allowed for the employee to demonstrate that he/she can meet the established performance standards/work plan objectives will be commensurate with the duties and responsibilities of the employee's position. During this period, the employee should receive the training, counseling, and/or assistance necessary to improve performance to an acceptable level.

15.21 If an employee is experiencing poor performance that can be linked to a specific position or situation, Management and the employee will explore the possibility of a transfer. Every effort will be made to find a place where the employee can be a productive and successful part of the organization.

### **Performance Rating Cycles**

15.22 The normal performance rating cycle is 1 year. The minimum appraisal period is 90 days. This applies to both permanent assignments and temporary assignments such as details and temporary promotions. Employees will receive their ratings promptly, within 30 days after the close of the performance appraisal period.

15.23 Management will provide the employee with a written performance plan for each detail or temporary promotion expected to last 120 days or longer.

15.24 Management and the Union will meet to resolve performance issues relative to delays of annual ratings for employees.

15.25 If Management proposes to change the performance appraisal system, the Union will be given notice at least 30 days in advance and will have the opportunity to negotiate the change.

### **Summary Data**

15.26 The Union will be provided with summary rating data for each appraisal period.

### **Feedback Form**

## Article 16.0

### Performance Awards

**The awards pool is based on a percentage of the total base salaries. Management will set the awards budget based on Secretary of Navy guidelines. The performance award pool will generally be somewhere between 1% and 1.3% of total base salaries. The remaining percentage will be used for other incentive awards such as Special Acts, etc.**

16.1 Management agrees to follow the latest provisions of NAWCADINST 12451.2 (series) except for the following provision relating to performance awards:

Level 5 - up to 10% of base salary, and/or quality step increase

Level 4 - up to 5% of base salary

16.2 The method for deriving and assigning a summary level may not limit or require the use of particular summary levels (i.e., establish a forced distribution of summary levels). A forced distribution of summary level ratings is not permitted.

16.3 Once a year, the Local Partnership Council will review the awards and rating distribution to monitor and make any refinements necessary to insure fairness.

## Article 17.0

### Within-Grade Increases

**Within-grade increases (WIGI's) are intended to motivate employees to perform continuously at their full capacity. If an employee's performance falls below the fully successful level at any time during the appraisal period, it is Management's responsibility to notify the employee, as soon as Management becomes aware of below fully successful (BFS) performance. Immediate notification is especially important when BFS performance will adversely impact the granting of the within-grade pay increase. Alternative Dispute Resolution (ADR) should be considered during the reconsideration phase.**

17.1 WIGI's are granted in accordance with applicable laws and regulations. It is the responsibility of the employee's supervisor to determine whether the employee's work is of an "acceptable level of competence," as demonstrated by an overall performance rating of fully successful or better. In addition, the employee must have completed the required waiting period.

17.2 If the decision to grant or deny a WIGI is not supported by the most recent rating of record, the employee shall receive a new rating of record.

17.3 The supervisor shall establish and communicate to the employee the performance requirements necessary to grant a WIGI. When an employee's performance falls below the fully successful standard, the supervisor must advise the employee in writing and provide assistance to help the employee improve performance.

17.4 If the employee's performance has not improved to an acceptable level of competence by the WIGI due date, the employee must be advised, in writing, within 30 days after the due date:

- that his/her performance is not at the acceptable level of competence;
- the reasons for the negative determination;
- the improvements required to grant a WIGI; and,
- the right to request reconsideration.

17.5 Any request for reconsideration must be made in writing, not more than 15 days following receipt of Management's written negative determination.

17.6 A reconsideration file will be established and will contain:

- Written negative determination and supporting documents;
- Employee's written request for reconsideration;
- Report of investigation if one was made;
- Written summary or transcript of any personal presentation made; and
- Decision of the reconsideration official.

17.7 The reconsideration file shall be retained and made available to the employee and his/her representative. A reconsideration decision favorable to the employee shall be made retroactive to the due date and all records relating to the negative determination destroyed.

17.8 The reconsideration decision must be issued as soon as possible but not later than 30 days following receipt of the employee's written request. If the reconsideration deciding official sustains the negative determination, the written decision will include the reasons for the decision. The reconsideration procedures as set forth in this Article substitutes for, and is in lieu of, the grievance procedures contained in Article 41.0. However, if a denial of a WIGI is coupled with any performance based action, the provisions of Article 36.0 for unacceptable performance actions are applicable.

17.9 If an employee's negative determination is sustained after reconsideration, the Union may invoke arbitration within 30 calendar days of the employee's receipt of the reconsideration decision.

17.10 The acceptable level of competence determination shall be waived and the employee given a presumptive acceptable level of competence determination and granted a WIGI when the employee meets the criteria contained in Title 5 CFR 531.409.

17.11 The WIGI will be granted when the employee's sustained performance is at the fully successful level or better. After withholding a WIGI, the supervisor may, at any time thereafter,

prepare a new rating of record and, if warranted, grant the WIGI. The supervisor must make a redetermination within 52 weeks following the original WIGI due date.

## **Article 18.0**

### **Flexiplace**

**Flexiplace is an innovative tool that benefits both the civilian employees and management. It provides an opportunity for employees to perform their jobs away from their normal work site. Flexiplace programs have been established in industry and offer the potential for increased productivity and improvements in employee morale, motivation, job satisfaction, and retention.**

18.1 Participation in the Flexiplace program by both managers and employees is voluntary and must benefit both the organization and the employee. Details on the program are contained in NAWCADINST 12700.1.

## **Article 19.0**

### **Office Equipment**

**Contemporary technology is an important resource in today's work environment and will be used to make job-related information easily accessible to all our employees and to enhance the work environment.**

19.1 All employees will have access to a computer either through an individually assigned computer or a multi-user workstation. All computer hardware and software will comply with the COMNAVAIRSYSCOM standard.

19.2 Supervisors will ensure that all employees will have access to E-mail. InfoLink, including Internet access, will be provided for employees wishing to conduct job-related research and communications. There is material on the Internet that is neither job-related nor appropriate to be accessed from a government computer. Users must avoid those sites and sites which would incur costs to the government without prior approval. Training will be provided to ensure proper and appropriate use of the Internet and E-mail resources.

19.3 When furniture or office equipment is replaced, Management will ensure that the furniture or equipment is ergonomically correct. The Safety Office is available for advice regarding ergonomically correct office layout, furniture, or equipment.

19.4 Management will ensure phone books are made available to those who need them.

## **Article 20.0**

### **Parking**

**Safety and security of our employees is of primary importance and our objective is to provide safe parking that meets the needs of the work force.**

20.1 Handicapped parking will be clearly posted, marked, and properly sized in accordance with the Americans with Disabilities Act.

20.2 Employees should be aware of and protect their personal safety. When arriving or leaving outside of normal working hours, employees are encouraged to take precautions such as traveling to and from the parking lot in pairs, having the keys ready, inspecting the interior of the vehicle, and remaining alert.

20.3 The Partnership Council will annually review needs for additional parking, lighting and other safety and security improvements. The Partnership Council will forward the needs to the Facilities Requirements Board and make recommendations to be included in the NAWCAD budget submission.

20.4 Parking will be managed in accordance with the NASPAXRIVINST 5560.4A.

## **Article 21.0**

### **Work Space Allocation**

**The work environment must foster mission completion in a safe, healthful, and productive manner.**

21.1 Space allocation issues will be presented to the Facilities Requirements Board. Determinations for space requirements must consider the requirements of the job, equipment needs, security and confidentiality needs, and other special considerations of the employee or the position. We must ensure our work spaces allow access for people with disabilities. The workplace will be physically secure and safe for employees to work.

## **Article 22.0**

### **Basic Workweek and Hours of Work**

**This article is intended to create a framework for working hours and pay. The basic workweek is a standard schedule in which employees work five 8-hour days. Compressed Work Schedule and Flexitour are available as alternatives to this basic workweek.**

22.1 The provisions of this article apply only to employees who are on a basic workweek and a regular tour of duty. Firefighters, police officers, employees on Compressed Work Schedule,

and employees on Flexitour are subject to slightly different provisions because of their special circumstances.

22.2 The basic workweek is the standard schedule in which the employee works five 8-hour days. The regular tour of duty for full-time employees is an 8-hour workday on each day of the basic workweek. The administrative workweek is the period of 7 days beginning at 0001 hours Sunday and ending 2400 hours the following Saturday.

22.3 Tours of duty will be scheduled so that employees within the unit will have 2 consecutive days off whenever possible. Most employees will work from Monday through Friday, with Saturday and Sunday off. Employees will have a 30 minute lunch period near the midpoint of their shift. Lunch periods are considered nonduty time unless work conditions dictate otherwise. Employees who exceed the authorized time for lunch generally will make the time up at the end of the shift. Such make-up time will be administered in a fair and equitable manner.

22.4 Employees are entitled to all federal holidays. Unless their presence is absolutely necessary, employees will not be required to work on federal holidays. All full-time employees in a pay status will receive 8 hours of pay for all holidays on which they are not required to work.

## **Article 23.0**

### **Compressed Work Schedule**

**The Compressed Work Schedule (CWS) program allows our work force a 3-day weekend every other week for rest, recreation, and family time. This article provides choices that further improve the quality of work and home life of the Patuxent River work force. This article allows a choice of which Friday in the pay period will be taken off and a range of start times. In addition, the range of start times will help reduce traffic during peak commuting times.**

23.1 CWS is an alternate to the 40-hour, 5-day a week work schedule. The first 4 days of each workweek in a pay period are 9-hour workdays. One Friday of the 2-week pay period will be a day off and the other Friday will be an 8-hour workday.

23.2 Core time is the hours during which all employees on a CWS must be present for work. Core hours under this CWS are from 0830 to 1500. The noncore timebands under the CWS program are 0600 to 0830 and 1500 to 1800. A flexible core time on Friday will be arranged between the supervisor and employee to accommodate a 0600 start time and to support mission needs.

23.3 An employee may change between CWS and a standard 8-hour work schedule quarterly. Exceptions to this policy will be handled on a case-by-case basis as emergencies, personal hardships, or special circumstances arise.

23.4 All other CWS provisions are contained in NAWCADINST 12620.

## **Article 24.0**

### **Flexitour**

24.1 Flexitour is only available for those employees who are not on the Compressed Work Schedule. Employees will be permitted to establish a reporting time between 0600 and 0830 unless a different arrangement is worked out with the supervisor/team leader. Employees may request a change in their work schedule once per calendar quarter. Operational demands may dictate a starting time outside the hours of 0600 to 0830.

24.2 When approving the employee's requested schedule, the supervisor/team leader will consider the need to maintain the proper balance of employee skills and knowledge to support the mission. Supervisors may adjust the work schedules of the employees in travel status, and those attending official training courses or conferences. Such changes will be done in advance of the administrative workweek.

24.3 In the event of an emergency, the supervisor/team leader will adjust duty hours as necessary to assure adequate coverage to support the mission.

24.4 The supervisor/team leader will make a reasonable effort to schedule meetings consistent with employees' reporting time. Employees are expected to attend regularly scheduled or special staff meetings outside their normal hours and must plan their schedules accordingly. Employees may be required to adjust their normal schedules to participate in joint or team efforts.

24.5 An employee who abuses the flexitour arrangements will revert to the normal 0730-1600 schedule.

## **Article 25.0**

### **Overtime**

**It is sometimes necessary for employees to work overtime to complete projects and to ensure mission accomplishment. It is our intent that overtime assignments cause the minimum inconvenience to the employee, while ensuring that the necessary work is completed in an efficient and timely manner. Supervisors should recognize that extended periods of overtime could result in a possible unsafe and inefficient work environment.**

25.1 Every attempt will be made to distribute overtime assignments fairly and equitably among qualified employees. However, this will not prevent a supervisor from transferring overtime assignments from an employee who does not want overtime to a qualified employee who does want to work the overtime assignment. In the case of a question regarding the distribution of overtime, overtime records will be made available to the Union at its request, in keeping with applicable regulations.

25.2 When it becomes necessary to continue work on a particular job on an overtime basis, the employee assigned to such overtime work will normally be the one who has been working on the same project during his/her regular work hours.

25.3 Employees will be given as much advance notice of overtime assignments as possible. If an employee is unable to work the overtime, he or she should notify the supervisor as soon as possible. The supervisor may then relieve the employee of the unwanted overtime if another qualified employee is available and has expressed his or her willingness to work the overtime assignment.

25.4 If an employee is required to work beyond his or her normal workday, the employee has the right to use a government phone to make arrangements related to the overtime assignment. Employees working overtime will receive one 15-minute break for every 4 hours of work. Supervisors will make arrangements for a meal break as required.

25.5 Employees will always be compensated for any authorized overtime performed either before or after their regularly scheduled working hours. Employees may be compensated for their work with paid overtime or with compensatory time. Compensatory time is available to exempt employees, nonexempt employees, and wage grade employees and is intended to be used when the employee prefers the time off and when the use of the compensatory time will not have a seriously adverse effect on mission accomplishment. All employees have the right to overtime pay if they do not choose compensatory time. Wage grade employees will be compensated for their work with paid overtime. When OPM regulations are issued and adjustments are made to the payroll system, wage grade employees may choose between overtime and compensatory time. Compensatory time will not be used to evade the payment of overtime to employees.

25.6 Overtime rates for wage grade employees and for nonexempt employees will be equal to 1.5 times the employee's hourly regular rate of pay, in accordance with the Fair Labor Standards Act (FLSA).

25.7 Exempt employees are not subject to FLSA. The overtime rate for exempt employees earning more than the basic pay for a GS-10, Step 1, is 1.5 times the basic rate of pay for a GS-10, Step 1. For exempt employees earning up to the basic rate of pay for a GS-10, Step 1, the overtime rate is 1.5 times the basic rate of pay.

25.8 Employees called back to work outside of and unconnected with their regular hours of work will be paid for at least 2 hours of work. Supervisors will make arrangements with employees who are called at home to perform work with a computer or a telephone to receive overtime compensation.

25.9 The maximum amount of compensatory time an employee may normally be permitted to accrue or carry over into the next leave year is 80 hours. Compensatory time in excess of 80

hours is automatically converted to overtime pay, unless an exception is granted by a Department Head. Department Heads may approve up to 160 hours of compensatory time to carry over into the next leave year when exception is clearly warranted and in the best interests of the activity.

25.10 Employees will not be required to work more than 12 hours in one workday, except in the case of an operational emergency. Employees working more than 12 hours in one workday may be physically fatigued and mentally exhausted, creating a possible unsafe and inefficient working environment. When work assignments/projects will require employees to work over 12 hours in a workday to complete the overtime assignment, Management will consider other alternatives such as establishing a temporary second shift where appropriate to relieve the employees working the initial overtime. Any unresolved issue may be taken to the competency labor-management subpartnership team.

25.11 If overtime is required on both Saturdays and Sundays for a continuing period, the employee normally shall not be required to work three consecutive weekends. Management will make a reasonable effort to schedule 1 day off on the third weekend.

25.12 When a nonexempt employee is required to report to a Temporary Additional Duty (TAD) station on a 1-day trip at the employee's regularly scheduled starting time, the employee will be compensated for overtime for the time spent in transit. If the employee first reports to his or her regular work station at an earlier time before leaving for the TAD station, the employee's overtime will begin when the employee reaches the regular work station and will end at the employee's regularly scheduled starting time. If the employee is commuting to the TAD station directly from his or her residence, the amount of overtime will be determined by subtracting the employee's normal commuting time from the commuting time to the TAD station. If the employee is required to remain at the TAD station until the end of the employee's regularly scheduled workday, the employee will be compensated for overtime from the end of the regularly scheduled workday until the employee reaches their regular work station. Authorized overtime work performed while an employee is on TAD will be compensated in the same manner as when the employee is not on travel.

## **Article 26.0**

### **Work Breaks**

**Employees of the NAWCAD Patuxent River should work in an environment that fosters mission completion in a safe, healthful and productive manner. The Union and management support work breaks to revitalize and promote safe work practices and maximize productivity.**

26.1 Work breaks are periodic rest periods taken during the workday. These breaks revitalize employees and promote safe work practices while maximizing productivity. Employees will be given reasonable normal rest periods during the workday and during overtime periods. Length and location of the break is dependent on job specific factors. Employees

will make every effort to take these breaks to maintain a safe and productive work environment. Management will ensure that employees are given rehabilitation periods for high stress or heavy-work jobs. Employees will optimize their breaks for mission accomplishment. Employees taking lunch and work breaks will be given reasonable time before and after lunch and breaks to cleanup and secure the work site.

26.2 Environmental conditions on the job, such as heat, will affect the frequency and duration of breaks. Guidelines are set forth in appendix C. These guidelines will be posted in appropriate work spaces for reference.

26.3 On occasion, a prolonged breakdown of essential building services may occur. In those cases, supervisors will implement a dress down code along with alternate ventilation or a relocation of personnel to other work spaces until the building services are restored.

## **Article 27.0**

### **Administrative Leave**

27.1 Administrative leave is an excused absence from duty authorized without loss of pay and without charge to leave. Administrative leave may be granted for such reasons as, but not limited to:

- Blood donation
- Bone Marrow and Organ Tissue donation
- Employment interviews within DOD (not to exceed 8 hours)
- Cooperation with fire departments and rescue squads
- Participation in recognized tutoring programs
- Counseling with the Employee Assistance Program counselor
- Hazardous weather conditions

## **Article 28.0**

### **Annual Leave**

**Annual leave is intended to provide rest and recreation, and take care of personal and emergency needs. The benefits include stress reduction, rejuvenation, increased productivity, and creativity. The process for requesting, approving, and using annual leave should be clear and expedient.**

28.1 There are three categories of annual leave used in this article: scheduled leave (leave requested 5 working days in advance of the date leave will be taken); unscheduled leave (leave requested less than 5 working days in advance of the date leave will be taken, including "on-the-spot" leave); emergency leave (leave that cannot be scheduled to meet an emergency situation).

28.2 Employees will request leave in writing and as early as possible. The supervisor will make every effort to accommodate the employee's leave request and will return the approval or denial of leave in writing to the employee. Earned annual leave can only be denied for workload considerations which have preestablished deadlines. When annual leave is denied, the supervisor will work with the employee to reschedule leave.

28.3 Any dispute between employees desiring leave on the same date shall be resolved on the basis of which employee submitted their leave request first. In the event that both employees submit their request on the same date, preference shall be granted to the employee with the greatest seniority (service computation date). If the conflict recurs after seniority is exercised, the preference will rotate to the next senior employee. Labor and Management will jointly resolve any further conflict.

28.4 Requests for scheduled leave will be approved or denied within 5 working days. Once approved, scheduled leave will not be canceled except in the case of an exigency requiring the presence of that specific employee.

28.5 Requests for unscheduled leave, including "on-the-spot" leave, will be approved or denied as soon as possible in keeping with mission requirements.

28.6 Supervisors will give special consideration in granting leave for employees' emergencies. The employee will make every effort to notify the supervisor of pending emergency situations but must notify the supervisor once the emergency has passed. If an employee is charged unauthorized leave without pay, the leave will be retroactively reinstated after the emergency is verified or a bona fide reason given. Emergency leave may be used for a variety of situations much as the Family Friendly Leave Act is used for sick leave.

28.7 In cases where an employee works for one team leader, the supervisor may delegate leave approval to the team leader in accordance with the "handshake agreements" that exist between the Integrated Program Team Competency Aligned Organization.

28.8 When an employee works for more than one team leader, the supervisor will be the approving official for annual leave.

28.9 The supervisor is the only official authorized to deny annual leave.

28.10 The supervisor will monitor the use or lose leave balance and make arrangements so that the employee can use the leave and receive positive benefits from the earned leave. If the scheduled leave is denied or canceled by Management, use or lose leave will be carried over. Leave forfeiture should be avoided. (For further information on cancellation and restoration of leave process, see NAWCADINST 12630.3).

28.11 Management will ensure that supervisors and employees are educated on leave policies.

## **Article 29.0**

### **Family and Medical Leave Act**

29.1 The Family and Medical Leave Act (FMLA) entitles eligible civil service employees to take up to 12 workweeks of Leave Without Pay during any 12 month period for reasons such as:

- the birth of a child;
- the placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

29.2 For further information, contact HRO in reference to the FMLA and the Voluntary Leave Transfer and Voluntary Leave Bank Programs.

## **Article 30.0**

### **Family Friendly Leave Act**

30.1 The Family Friendly Leave Act (FFLA) allows federal workers to use sick leave to take care of a family member who is ill, injured, pregnant or recovering from a birth, to take a relative to a doctor or dentist, or to attend or make arrangements for the funeral of a family member.

30.2 The FFLA provides for full-time employees to use up to 40 hours of accrued sick leave annually for family care or funeral purposes. Employees may use an additional 64 hours of sick leave if the amount of sick leave to their credit remains at or above 80 hours. An employee may use no more sick leave than accrues during the leave year (104 hours). Supporting documentation may be required for leave requests.

## **Article 31.0**

### **Leave Without Pay**

31.1 Leave without pay is an approved absence in a nonpay status that may be granted, normally at the employee's request. Extended periods of leave without pay are only granted in certain instances, some of which are:

- fulfillment of parental or other family responsibilities;
- school attendance in order to increase job effectiveness;
- furtherance of a program of interest to the government;
- extended incapacitation due to illness or injury;
- protection of employee status while awaiting rulings on disability insurance or injury compensation.

31.2 Employees who are requesting extended leave without pay should discuss the legal ramifications and the potential impact on benefits with their servicing Human Resource advisor.

## **Article 32.0**

### **Sick Leave**

**Sick leave is a benefit to the civil service employee and its intent is to ensure the health and welfare of the civilian work force. Sick leave is a good complement to our health benefits package.**

32.1 Sick leave can be used for: periods of incapacitation due to illness; injury; pregnancy; childbirth; exposure to a communicable disease; and for medical, dental, or optical examination or treatment that cannot be scheduled during nonduty hours. Sick leave may also be used in connection with an adoption of a child, but not for bonding purposes. Under certain circumstances as described under the Family Friendly Leave Act, a limited amount of sick leave may be used to care for a family member. (See NAWCADINST 12630 for further details).

32.2 Employees should schedule routine medical appointments in a manner to minimize impact on workload and on leave usage. The employee will submit sick leave requests for routine medical appointments in writing in advance to the supervisor or other designated individual.

32.3 For unscheduled sick leave absences, the employee must notify the supervisor or other designated individual as soon as possible, preferably within the first hour of the workday. The employee should advise the team leader of any impact on impending work. The employee may be required to submit a medical certification for an absence of more than 7 calendar days.

32.4 When an employee is suspected of abusing the sick leave privilege, a medical certificate may be required to justify the grant of sick leave thereafter. The supervisor will advise the employee in writing that all future requests for sick leave must be supported by a medical certificate. This written requirement will also explain fully why the employee is suspected of abusing sick leave. Abuse of sick leave shall not be determined solely on the basis of leave balance. The requirement will be rescinded, in writing, at such time as a sustained improvement in the employee's sick leave record warrants.

32.5 Sick leave records must be treated as Privacy Act Information.

32.6 See related articles:

- Family Medical Leave Act,
- Family Friendly Leave Act,
- Voluntary Leave Bank Program,
- Voluntary Leave Transfer Program.

## Article 33.0

### Time Off for Religious Practices

**The intent of this article is to provide information to employees concerning the use of annual leave or compensatory time to cover absences from work for meeting a religious practice.**

33.1 Religious practices include moral or ethical beliefs as to what is right or wrong and which are sincerely held with the strength of traditional religious views. For this reason, the religious practice in and of itself may not be challenged.

33.2 Employees may request annual leave or the opportunity to work compensatory time to cover the time off to practice their religious beliefs. If the employee does not have any compensatory time accrued, the request to accrue compensatory time should be made at least 6 months in advance.

33.3 Management will make every effort to approve leave or compensatory time for religious practices. Requested time off for religious practice may only be denied for operational exigencies.

## Article 34.0

### Voluntary Leave Bank

**The Voluntary Leave Bank is designed to supplement the Voluntary Leave Transfer Program. The Leave Bank is similar to an insurance policy. The Voluntary Leave Bank applies to civilian employees at the NAVAIRWARCENACDIV Patuxent River complex.**

34.1 A Leave Bank is a pooled fund of annual leave from which contributors who need leave can make withdrawals because of a medical emergency when it is anticipated that the recipient's absence from duty without paid leave will be at least 24 hours.

34.2 Under the Voluntary Leave Bank Program, employees must make a specified contribution of annual leave to the Leave Bank in order to become Leave Bank members. Should a Leave Bank member then experience a medical or family medical emergency after exhausting available leave, the member can apply to the Leave Bank Board for withdrawal of annual leave from the bank. The process is contained in NASPAXRIVINST 12630.

34.3 For further information, contact HRO in reference to the Voluntary Leave Bank, the Voluntary Leave Transfer, and the Family and Medical Leave Act.

## Article 35.0

### Voluntary Leave Transfer Program

35.1 Voluntary Leave Transfer Program permits civil service employees to transfer unused accrued annual leave for use by another civil service employee who needs such leave because of a medical emergency. A medical emergency means a medical condition of an employee or family member that is expected to result in the employee being in an unpaid leave status for at least 24 hours.

35.2 Employees who need leave for a medical emergency should make application to the leave approving official in accordance with NAWCADINST 12630.

## Article 36.0

### Disciplinary and Adverse Actions, and Actions for

#### **Unacceptable Performance**

**Our employees want to do a good job and to be treated with respect and to treat others with respect. The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. Labor and Management agree that the concept of discipline is designed primarily to correct and improve employee behavior.**

36.1 Action shall be fair and equitable (i.e., Management shall consider the relevant factors given the circumstances of each individual case and similarly situated employees, if any, to make a fair decision).

36.2 Investigations and disciplinary actions shall be timely.

36.3 Normally, discipline will be preceded by counseling and assistance including oral admonishments which are informal in nature and are not recorded. Oral admonishments which are not recorded are not considered disciplinary actions. They can neither be grieved by the employee nor counted as a prior disciplinary offense by Management in any subsequent disciplinary action taken against the employee. Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment of the employee.

36.4 Any admonishment which is recorded, such as a letter of warning, must be given to the employee if it is to be relied upon by Management in any subsequent disciplinary or adverse action against the employee. Letters of reprimand shall be placed in an employee's Official Personnel Folder for a period specified in the letter, but not to exceed 2 years.

36.5 If the employee is dissatisfied with such written admonishment, he/she may file a grievance.

36.6 Management shall produce all evidence, including notes, the names of witnesses that were relied upon to support any proposed action, to facilitate preparation of the oral and/or written reply. All informal discipline such as oral or written warnings and letters of requirement shall be for just cause. All formal disciplinary actions (i.e., reprimands, suspensions of 14 days or less) may be taken only for such just cause as will promote the efficiency of the service.

36.7 Adverse actions (i.e., removal, suspensions in excess of 14 days, reduction in grade or pay, or furlough of 30 days or less) may be taken only for such just cause as will promote the efficiency of the service. All such actions must be supported by a preponderance of evidence.

36.8 Actions for unacceptable performance (i.e., reduction in grade or removal) may be taken only when an employee fails to meet established performance standards in one or more critical elements of his/her position, and must be supported by substantial evidence.

36.9 The Employer has the right and obligation to determine the facts relevant to any case in which disciplinary or adverse action may result. Accordingly, prior to initiating a formal action against an employee, the Employer may elect to conduct a predisciplinary interview. At a predisciplinary meeting conducted by the supervisor, the employee will be informed of the general allegations of misconduct, wrong doing, or inability to perform that the supervisor is investigating. The employee has the right to representation by a Union representative at the examination. The employee will be advised of this right prior to the examination.

36.10 An employee's right to remain silent during an examination exists only in a situation in which the employee's statement may be used in a criminal proceeding. An employee may be removed for not cooperating during an investigation if the employee is adequately informed in writing that his/her replies cannot be used in a criminal case and that failure to respond may result in removal. Management official conducting the predisciplinary interview will provide the employee with a signed statement concerning the use of the employee's statements in any subsequent criminal proceeding.

36.11 Informal or formal disciplinary action appeals will be appealed through the negotiated grievance procedure (Article 9.5). Adverse actions or actions for unacceptable performance may be appealed either to the Merit Systems Protection Board or grieved through the negotiated grievance procedure.

36.12 Any adverse action contested in whole or in part on the basis of an alleged violation of Title 5, U.S. Code 2302, may be grieved or appealed to the Merit Systems Protection Board or processed under the statutory EEO appeals procedure.

36.13 In disciplinary or adverse actions, or actions for unacceptable performance, for which written notice of the proposed action is required, the employee will be advised of the right to make an oral and/or written response to the charges within 7 days. Employees against whom action is taken will be advised of their right to grieve and/or appeal. The Employer will furnish the employee and the representative with a copy of any notice of proposed action.

36.14 Disciplinary or adverse action, or action for unacceptable performance may not be upheld if the employee proves that the Employer erred in the application of procedures and that the error was harmful (i.e., caused substantial harm or prejudice to his/her rights).

36.15 Recoupment action against a bargaining unit employee for missing, stolen, or lost government property will be taken in accordance with OPNAVINST 5530 (series). Such recoupment action may only be taken for just cause.

36.16 When a personnel action has been reversed by appeal or arbitration, the employee will be restored and made whole within two full pay periods, unless the Employer files an appeal, an exception, a request for review, etc.

## **Article 37.0**

### **Allegations of Unfair Labor Practices**

37.1 Before either party to this Agreement files an unfair labor practice charge with the Federal Labor Relations Authority, the proposed charge will be brought before the Patuxent River Labor Management Partnership Team for discussion and aggressive exploration of all available avenues to reach resolution.

37.2 Within 15 calendar days after initial presentation at a Labor Management Partnership, the charging party may file the unfair labor practice charge with the Federal Labor Relations Authority.

37.3 The procedures described above will not apply to cases involving apparent violations of Title 5 U.S. Code 7116(b)(7).

## **Article 38.0**

### **Alternative Disputes Resolution**

**This is a proactive method used to settle issues at the earliest possible stage. AFGE Local 1603 and the Human Resources Office will strongly encourage participation in the Alternative Disputes Resolution (ADR) process where appropriate.**

38.1 The traditional disputes process often forces people into a test of wills. As the dispute moves up the chain of command, Management is wedged between support of subordinate management and support of the employee. A decision for one alienates the other. In the end, everyone loses. ADR techniques include a broad range of approaches for dealing with conflict and seeking solutions satisfactory to all parties. These techniques include, but are not limited to, problem solving, mediation, and facilitation.

38.2 Labor and Management encourage the use of mediation and other techniques to resolve conflicts. Mediation and/or other techniques may be used to resolve EEO complaints or grievances. Mediation provides for a neutral third party to assist in resolving disputes. The

mediator does not render a decision. Any settlement reached through mediation must be achieved by the parties themselves. The mediator facilitates the settlement process through encouragement of communication and offering options for settlement of the dispute. Parties desiring to engage in mediation or other ADR techniques must contact AFGE 1603 and the Human Resources Office.

## **Article 39.0**

### **Arbitration**

**Arbitration provides for a neutral third party to resolve a dispute after hearing arguments and reviewing evidence submitted by the parties.**

39.1 If Management and the Union are unable to settle any grievance processed under the negotiated grievance procedure, it may be submitted to arbitration. Either party may submit the grievance to arbitration. The parties will advise each other of their intent to go to arbitration within 30 calendar days after issuance of the final decision on the grievance.

39.2 Within 30 calendar days after the notification of the intent to file for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators.

39.3 The parties shall meet within 30 calendar days after the receipt of the list of arbitrators. Management and the Union will each strike one arbitrator's name from the list of five and then repeat this procedure. The remaining person shall be the arbitrator.

39.4 If for any reason, either party refuses to participate in the selection of an arbitrator, the FMCS will make a direct designation of an arbitrator to hear the case.

39.5 The arbitrator's fee, the expense of the arbitration, and any other related costs shall be borne equally by Management and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during normal working hours (0730 to 1600). All participants in the hearing shall be in a duty status.

39.6 The arbitrator should render his/her decision as quickly as possible and within 60 calendar days after the closing of the record, in accordance with the rules of the FMCS.

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

39.8 Issues and charges raised before the arbitrator are limited to those raised at the third step of the grievance procedure.

39.9 Some disputes may be found to be nongrievable, for example:

- the issue is specifically excluded from this procedure, such as the classification of a position
- the issue is being heard in another forum such as EEO,
- the issue is not submitted in the prescribed timeframe.

39.10 A matter may be grievable but may not be arbitrable (e.g., the request for arbitration was not submitted in the prescribed timeframe (untimely)). Disputes over arbitrability or grievability will be referred to an arbitrator for a decision. The arbitrator will hear the merits of the case unless he/she makes an on-the-spot decision that the case should not be heard.

39.11 The arbitrator shall not modify, delete, or add to the provisions of this Agreement.

## **Article 40.0**

### **Equal Employment Opportunity**

**The Union and Management are committed to the policy of providing equal employment opportunities to all employees and prohibiting discrimination based on race, color, religion, sex, national origin, mental or physical disability, or age. An employee shall not be discriminated against on the basis of marital status or political affiliation as prohibited under any law, rule, or regulation. The latter two claims of discrimination are not cognizant under EEO procedures. Equal Employment Opportunity shall be administered in accordance with Title 5 U.S. Code, Executive Order 11478, authorizing legislation, and applicable regulations.**

40.1 Management will have an affirmative employment program. Management will make this plan and information on the EEO complaint procedure available to employees and the Union upon request. A current listing of the names and telephone numbers of EEO counselor(s) will be posted on bulletin boards. When Management determines that a discriminatory action or practice has occurred, corrective action will be taken to ensure the practice is remedied.

40.2 Sexual harassment is a violation of Navy policy. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when the conditions as described in the current instruction exist.

40.3 Management will offer reasonable accommodation to the known physical or mental limitations of qualified disabled employees. Reasonable accommodation may include assistance devices to perform official duties, an adjustment to a job and/or the work environment which would enable a qualified disabled person to perform the duties of that position. Assistance devices do not cover personal items which the employee would be expected to provide, such as hearing aids or eyeglasses. When practical, job restructuring and/or alterations to the work environment may be used to accommodate qualified disabled employees. Such requests will be evaluated on a case-by-case basis.

40.4 Management will consider employees with disabilities for any training opportunities requested. Once an employee is selected for training, Management will, as necessary, provide reasonable accommodation to the employee to attend and complete the training.

40.5 Management will use, to the fullest extent practical, the present skills of employees which may include providing an opportunity to employees to enhance their skills through on-the-job training, work study programs, and other appropriate training so that they may perform at their highest potential and advance in accordance with their abilities.

40.6 Management will consult with the Union when developing long-range goals for the Upward Mobility Program.

40.7 Any employee who files a complaint has the right to choose a representative. However, Management may disallow a representative, whose activities would cause a conflict of interest or if the employee's release from his or her official position would give rise to unreasonable costs or whose priority work assignments preclude release.

40.8 A reasonable amount of official time is authorized for employees and/or their representative who otherwise would be in a duty status to participate in complaint processing or other function as authorized by this article. An employee and/or the representative must obtain permission in advance from their supervisor to be absent from the work site and must advise the supervisor of the approximate time required. If the time will exceed that requested, the employee and/or the representative must request an extension.

40.9 An employee filing a complaint is entitled to prompt, fair, and impartial consideration of his/her allegation in accordance with regulations covering the EEO complaint process. When an employee files a formal EEO complaint, a copy of the counselor's report will normally be provided to the employee within 15 calendar days of the filing. The Union and Management encourage the use of the Alternative Disputes Resolution (ADR) system where appropriate to resolve conflicts. (See Article 38.0 for more information on ADR).

40.10 The Union may submit three nominations from among bargaining unit employees to serve as an AFGE representative on the Patuxent River Complex EEO Council.

40.11 Management will provide the Union with the following EEO information on a yearly basis:

- Work force profile by grade level according to sex and race;
- Work force profile by selected professional, administrative, technical, clerical, and other blue collar occupational category according to sex and race.

## Article 41.0

### Negotiated Grievance Procedure

**This grievance procedure provides an orderly process for resolving conflicts.**

41.1 Filing a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization, or on the supervisor's ability to supervise. This grievance procedure is the exclusive procedure for resolving grievances which fall within its coverage for bargaining unit employees. Matters not covered by this procedure may be processed under any other procedure that is available for that purpose. Issues concerning matters of discrimination, adverse actions, or actions for unacceptable performance may be raised under the negotiated grievance procedure or under a statutory appellate procedure.

41.2 A grievance is defined as a complaint:

- By a bargaining unit employee concerning a matter relating to the employment of the employee.
- By the Union concerning a matter relating to the employment of a bargaining unit employee.
- By a bargaining unit employee, the Union, or the Employer concerning:
  - The effect or interpretation or claim of breach of this Agreement.
  - Any claimed violation, misinterpretation, or misapplication of a law, rule, or regulation affecting conditions of employment.

41.3 A grievance shall not include a matter concerning:

- Any claimed violation relating to prohibited political activities.
- Retirement, life insurance, or health insurance.
- Suspension or removal for national security reasons, Sec. 7532.
- Any examination, certification, or appointment.
- Classification of any position, which does not result in the reduction in grade or pay of an employee.
- Termination or separation of an employee during a trial or probationary period.

41.4 Grievances often arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made to settle grievances at the lowest possible level. Labor and Management will encourage the use of the alternative disputes resolution (ADR) process where appropriate (see Article 38.0 for more details).

41.5 Reasonable time during working hours will be allowed for employees and Union representatives to investigate and present grievances and attend meetings with Management regarding such grievances.

41.6 In the case of an adverse action, a removal or reduction in grade based on unacceptable performance, or a prohibited personnel practice involving alleged discrimination, as defined in

Title 5 U.S. Code 2302(b)(1), an aggrieved employee may raise the matter under the negotiated grievance procedure or the statutory appellate procedure, but not both. An employee shall be deemed to have exercised this option when the employee files a notice of appeal under the appellate procedure, or files a grievance in writing under the negotiated grievance procedure. Grievances over these actions will be initiated with the deciding official within 20 calendar days after the effective date.

41.7 Any employee or group of employees in the bargaining unit may present grievances to Management and have them processed without Union representation. Employees electing this process must represent themselves and use the procedures set forth in this Article. The decision at Step 3 of this procedure on any such grievance shall be final and will not be submitted to arbitration. Any decision on a grievance under this procedure may not be inconsistent with the terms of this Agreement, and the Union must be given an opportunity to be present at each step. If the employee does not invoke the right to Union representation by Step 2, the right is waived for Step 3 representation and arbitration.

41.8 Any grievance, except as provided for in paragraph 41.11, shall first be taken up orally by the concerned employee or Union representative with the immediate supervisor in an attempt to settle the matter. Grievances must be presented within 20 calendar days (see Grievance Procedure Timeline (GPT) at the end of this article) from the date on which either the employee or the Union may have been reasonably expected to have learned of the event. Grievances on continuing conditions may be submitted at any time. Failure by Management to observe the time limits shall entitle the aggrieved employee to advance the grievance to the next step. Failure of the grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by the Employer. Time limits specified in this Article may be extended by mutual agreement to provide for unusual cases.

41.9 Any documentation, unless access to the documents is precluded by law, supporting an action being grieved must be presented to the employee and his/her representative or it may not be used. Before any documentation is released to the employee's representative, the authorization and consent form must be completed and signed by the employee.

41.10 The following procedure shall apply in processing grievances covered by this Article (see GPT), except as specified elsewhere.

Step 1. In the event a complaint or disagreement affecting an employee arises, the matter shall first be discussed by the aggrieved employee with the immediate supervisor. If desired by the employee, he/she may be accompanied and represented by a Union representative. If the employee determines that a grievance exists, he/she must make it officially known to the immediate supervisor within the timeframe (see GPT) specified in this Article. The supervisor will meet with the employee and representative within 10 days of the date the employee brings the grievance to the supervisor's attention. The supervisor shall make whatever investigation is necessary and shall provide a written response to the employee within 10 calendar days after the date of the grievance meeting, with a copy to the Union.

Step 2. If the grievance is not satisfactorily settled at Step 1, and the employee desires further consideration on the matter, the grievance shall be written and submitted to the Department Head (Level 2) within 10 calendar days of the date of the Step 1 decision. The written grievance should contain the following:

- A clear statement of the grievance.
- Citation of laws, regulations, contract provisions alleged to have been violated.
- The corrective action desired.
- A statement of whether the employee is represented by the Union, or is representing self.
- The name, telephone number, and organizational code of grievant and supervisor.
- A statement of whether the requirements of the previous step were met, and if not, an explanation.

If the employee chooses to submit the grievance without representation by the Union, the employee may not later choose to be represented by the Union in the third step of the grievance and cannot take the grievance to arbitration or appeal. Matters not related to the grievance as initially presented may not be raised at later steps by either party without mutual consent. Within 10 calendar days after receipt of the written grievance, the Department Head (Level 2) or designated representative will meet and discuss the grievance with the employee. Generally a grievance meeting will be limited to the grievant, his/her representative, Management official, and the HRO representative. Any additional attendees must be mutually agreed upon by the Union and Management in advance of the meeting. The Department Head (Level 2) will render a written decision to the employee within 10 calendar days after the meeting, with a copy to the Union.

Step 3. If the grievance has not been resolved by the decision at Step 2, the grievance may be referred in writing to the Level 1 Competency Leader, if located on-site, or the Commanding Officer within 10 calendar days of the Step 2 decision. The grievance shall be in writing and contain sufficient information to identify and clarify the basis for the grievance. It shall also include the written decision rendered by the Department Head (Level 2) and specify the personal relief desired. The Level 1 Competency Leader or Commanding Officer or designated representative, upon request, shall meet within 10 calendar days with the employee and the Union representative (if the employee had initially elected Union representation) to discuss the grievance. The Level 1 Competency Leader or Commanding Officer will provide a written decision as soon as practicable but not later than 10 calendar days after the discussion (or receipt of the grievance if no request for discussion was made). The Union will be provided a copy of the decision.

41.11 Grievances in which violations of the Merit Staffing Program (NASPAXRIVINST 12335.1 (series) are alleged will be processed as follows:

Step 1. A written grievance must be submitted within 20 calendar days after the occurrence or the employee's awareness of the occurrence to the Delivery Team Leader of the Human Resources Office (HRO) who will assign responsibility for handling the Step 1 grievance to a Human Resource Advisor. Where appropriate, the grievance must specify the chapter and

section of the Merit Staffing Program instruction alleged to have been violated, the specific facts giving rise to the grievance, the corrective action desired, whether a meeting is desired, and a statement of whether the employee is represented by the Union or is representing self. If a meeting is requested by either party, it shall be scheduled within 10 days of receipt of the written grievance. The Human Resource Advisor shall provide a written response to the employee within 10 days of the meeting or within 10 days of receipt of the grievance if no meeting is scheduled.

Step 2. If the grievance is not satisfactorily settled at Step 1 and the employee desires further consideration, a written grievance shall be submitted to the HRO Delivery Team Leader within 10 calendar days of receipt of the Step 1 response. The grievance must contain the reasons the employee disagrees with the Step 1 response, as well as the information required at Step 1. The grievance may not raise issues not raised at Step 1 without mutual consent. If a meeting is requested by either part, the Delivery Team Leader, or designee, will meet with the employee within 10 calendar days of receipt of the grievance. A written response will be provided within 10 calendar days of the meeting, or within 10 calendar days of receipt of the grievance if no meeting is requested.

Step 3. If the employee is dissatisfied with the Step 2 response, the grievance may proceed to Step 3.

41.12 Disagreements between the Union and the Employer shall be resolved as follows:

- The Local Labor-Management Partnership Team or designated representatives, will meet within 10 calendar days of the notice by either party to the other of an alleged disagreement.
- If the disagreement cannot be resolved through the Partnership, the issue(s) will be written, setting forth specific Article(s) and paragraph(s) of this Agreement and whether further discussion is desired, and submitted to the other party. The party to whom the issues are submitted will render a written decision as soon as practicable but not later than 10 calendar days after discussion or receipt of the written issue(s) if no request for discussion was made. If the decision is not satisfactory to the aggrieved party, the issue(s) may be submitted to arbitration in accordance with the provisions of this Article.

41.13 For purposes of computing time limits, if a due date falls on a nonworkday, the time limit is extended until the next workday.

[Administrative Grievance Procedure \(Chart\)](#)

## **Article 42.0**

### **Adverse Weather**

42.1 In the event that Management determines that it is necessary to close all or part of the activity or release employees from duty for reasons of adverse weather conditions, the following will apply:

### Adverse Weather Conditions Developing During Duty Hours:

42.2 When an emergency condition arises during the workday or shift, the Commanding Officer Naval Air Station (CONAS) will determine which of the following alternatives are feasible:

- The station will continue normal operations but employees may request annual leave for the remainder of the shift.
- Work will be suspended and nonemergency employees allowed to leave on a staggered basis; or
- Work will be suspended and nonemergency employees allowed to leave immediately.

42.3 If a decision is made to excuse nonemergency employees who reported to work, employees in a work status at the time the decision is made will be excused without charge to leave. Employees using annual leave to depart from work before the decision to excuse nonemergency employees is made will be charged leave from their departure until the time set for administrative excusal. Employees absent on approved leave for the entire shift will be charged leave for the entire shift. If an employee is scheduled to report for duty after an initial period of leave and dismissal is given before the employee can report, leave is charged until the time set for the dismissal.

### Conditions Developing During Nonworking Hours:

42.4 Conditions may arise during nonworking hours that make it difficult for employees to arrive at work as usual. Supervisors have authority to excuse tardiness up to 2 hours without charge to leave. Tardiness in excess of 2 hours may be excused following review and approval by an appropriate higher-level supervisor. Normally, annual leave will be charged for tardiness in excess of 2 hours, unless the review indicates that the employee made every reasonable effort to get to work no later than 2 hours after the start of the work shift, but could not due to the emergency conditions. Factors to be considered include: the distance the employee traveled; the normal mode of transportation; the employee's efforts to report to work; and the success similarly situated employees had in reporting to work within 2 hours after the start of the shift. If possible, employees should notify their supervisor that they will be arriving late.

42.5 Employees will adhere to the following base status and procedures when an emergency condition arises during nonworking hours:

**Open.** The Patuxent River Naval Air Station is open for business as usual. All employees are expected to report to work on time.

**Open With a Liberal Leave Policy in Effect.** The liberal leave policy allows nonemergency employees to use accrued annual leave or leave without pay (in the absence of accrued annual leave) at their discretion. Normal requirements for requesting annual leave or leave without pay are waived while the liberal leave policy is in effect. Employees must report their intent to be absent on leave as soon as practical but, the prescribed time limits are suspended. Normally, leave or leave without pay will be charged to nonemergency employees who fail to report to work.

42.6 In rare instances, a nonemergency employee's absence may be excused without charge to leave. Such excusal requires the immediate supervisor's recommendation and approval by a higher-level supervisor following review of the situation. Factors to be considered include the distance between the employee's residence and place of work; the distance the employee actually traveled; the normal mode of transportation and availability of alternative transportation; the success similarly situated employees had in reporting to work; and the employees communications with his/her supervisor during the emergency situation. If it is determined that every reasonable effort was made to report to work but the employee was unable to report due to the emergency conditions, the employee may be excused without charge to leave.

**Delayed Arrival.** When the work shift starts at a later hour due to emergency conditions, nonemergency employees will report to work as directed and work until the end of the regularly scheduled shift. Only employees who report to work will be granted administrative leave for the time the shift is delayed. This policy will not apply to employees in a nonpay status the day before and after the emergency condition.

**Closed Except for Emergency Personnel.** Nonemergency employees are excused administratively with no charge to leave or loss of pay. This policy does not apply to employees in a nonpay status on the day before and after or the day of the emergency situation. The policy also does not apply to employees on military leave. Employees on approved sick or annual leave approved prior to the closure are excused without charge to leave.

42.7 Consideration will be given to an employee who has been designated emergency and has difficulty with travel due to the weather conditions in disciplinary or adverse actions for failure to report to work during adverse weather conditions.

42.8 When extreme temperatures (hot or cold) within a work area cause a hazard not typically related to the occupation, supervisors will take steps to deal with the situation. Means available to supervisors in such situations include: temporary changes in starting and quitting times; relaxation of normal expectations of attire; temporarily assigning employees to work in other spaces better equipped to deal with the temperature extremes; liberal leave; authorization of rest breaks; etc.

42.9 Management will ensure that all items necessary to handle adverse weather conditions are made available to work sites. Items such as snow shovels, rock salt/urea, masking tape and rolls of plastic should be obtained from Public Works/Self Help or federal stock or open purchase prior to the arrival of adverse weather. The safety of our employees is paramount. Management will make every effort to provide adequate parking for employees and a safe entry into and out of the Naval Air Station. Plans should be in place for building occupants to clear sidewalks and stairways. Employees should dress appropriately for the adverse weather situation.

42.10 Emergency employees are required to work regardless of emergency situations or general excusal authorization. Management and emergency personnel will develop a contingency plan to overcome transportation and housing problems caused by the emergency situation. Management

will work with employees to plan for transportation during adverse weather conditions. Some of the options that may be available are carpooling or four-wheel drive vehicles. In some cases, overnight accommodations (BEQ, BOQ, Navy Lodge) should be provided to emergency personnel to insure the continuity of medical facilities, public safety, or other crucial operations.

42.11 The CONAS will determine, in all instances, whether an emergency condition exists and, if so, what course of action will be taken. This will occur after consultation with AFGE Local 1603 President and State and Local Governmental Authorities. The CONAS will inform the appropriate Competency Managers/Heads of Department or tenant activities of the decision. They will ensure compliance with the decision within their organization.

42.12 Notification of decisions will be made via appropriate means. When the decision is made on emergency conditions arising during nonworking hours, it will be relayed as early as practicable (preferably by 0530 hours) using the following media:

- Local Radio Stations
- Local Television Stations
- Patuxent River Web Home Page
- Local phone numbers and answering machines

42.13 Management officials must identify critical functions that require continued operation or coverage and that cannot be suspended or interrupted regardless of group or general dismissals. Employees who perform services vital to the continuity of those functions, and who are designated to be at work regardless of emergency situations or any general dismissal authorizations, must be informed in writing of the special requirements placed upon them for reporting to, or remaining at, their work sites.

#### **Article 43.0**

##### **Drug Free Workplace**

43.1 The Union and Management fully support the Drug Free Workplace program. Executive Order 12564 established the basic requirements for a Federal drug free workplace. The provisions for meeting the Executive Order requirements are contained in NAWCADINST 12972.1.

#### **Article 44.0**

##### **Employee Assistance Program**

**The Employee Assistance Program is a professional counseling and referral service designed to help employees with personal, job, or family problems. The program is free, voluntary, and confidential.**

44.1 The Employee Assistance Program (EAP) provides employees with free confidential assistance for help with personal problems that may be impacting work life. The EAP also provides consultation to supervisors who are trying to figure out how to best help an employee with

performance and/or attendance problems. Counseling sessions are held in strict confidence. The nature of a counseling session or the fact that an employee visited a counselor will not be revealed to any individual without the written consent of the employee.

44.2 The EAP deals with all kinds of people and therefore all kinds of problems. Typically, they include problems surrounding:

- finances
- work
- family
- relationships
- health
- substance use
- legal concerns
- emotional well-being

44.3 The EAP is a free service for employees. If additional help, beyond that provided through the EAP is needed, the employee's health insurance plan may cover a portion of costs. Annual or sick leave may be granted for off-base counseling or treatment sessions.

44.4 Employees may meet with the EAP counselor during the normal workday. Before visiting the counselor, the employee will obtain permission from the supervisor (if in a duty status) and should make an appointment. If the employee chooses to visit the EAP counselor while in a nonduty status, permission from the supervisor (other than leave approval) is not required.

44.5 Employees may be referred to the EAP as the result of a disciplinary action. If the employee chooses to participate in the program under these circumstances, he/she might be asked to sign a consent form that allows the counselor to verify the employee's attendance. However, the content of the counseling sessions is held in strict confidence.

## **Article 45.0**

### **Prevention of Violence in the Workplace**

**Labor and Management are committed to having a workplace environment that is safe, healthy, and productive.**

45.1 All employees have a right to be assured of working in an environment free of harassment, intimidations, threats, or bullying of any kind. All employees are expected to adhere to a standard of conduct that is respectful and courteous to others. Each employee is responsible for reporting immediately to the supervisor any threats or acts of violence.

45.2 Intimidation, threats, harassment, assaults, or acts of violence by anyone at any level aboard the Patuxent River complex will not be tolerated. Management will ensure that employees are

protected from assaults, threats, intimidation, and harassment by taking swift and appropriate actions when any incident occurs.

## Article 46.0

### Safety and Health

**Employees should work safely. Management will continue to make every effort to provide and maintain safe working conditions. Management and the Union, as Partners, encourage employees to work in a safe manner, share information, and use appropriate safety devices.**

46.1 Management will be responsible for furnishing and maintaining conditions of employment that are free of hazards that are causing, or are likely to cause, accident, injury, or illness to employees. The Occupational Safety and Health (OSH) program will comply with requirements of Executive Order 12196 and the basic program elements of the Department of Labor regulations implementing regulations (29 CFR 1960). Management and employees will comply with the OSH standards and all applicable rules and regulations.

46.2 Management agrees to notify the Union representative of the name and location of Management's local safety and health representative. The safety and health representative will provide counseling and general information to employees upon request.

#### Training

46.3 In order to mitigate potential hazards of safety and health, management will make available timely appropriate information to employees who are required to perform duties which involve potential hazards to safety and health risks. When assigning duties to an employee involving unusual hazards uncommon to his/her occupation, rating, or working conditions, management will take into consideration whether the employee has been instructed in such hazards, proper work methods, and the protective measure and equipment to be used.

46.4 Management will provide specialized training as necessary for Union-designated representatives on Safety and Health Committees, consistent with Executive Order 12196.

#### Safety Equipment

46.5 When Management requires the use of safety equipment and/or protective clothing, Management will provide the specified items on a priority basis. Management will ensure that female employees receive safety equipment that is properly fitted and meets safety standards.

#### Reporting of Injuries

46.6 An employee injured on the job will report the injury to the supervisor and will submit a Department of Labor CA-1 form (Employee's Notice of Traumatic Injury and Claim for

Continuation of Pay) as soon as possible. If the employee fails to report the injury within 30 days, he/she loses entitlement to continuation of pay. An employee suffering an on-the job injury, who may perform light duty, will be assigned such duty whenever practicable. Management will advise the employee of the procedures for filing a claim. Management will provide the employee with a CA-1 form and promptly fill out its portion when it is returned by the employee.

#### Reporting and Abatement of Unsafe or Unhealthy Working Conditions

46.7 Management will encourage employees to report any unsafe and unhealthy conditions. Employees will be guaranteed protection from any restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy condition; or for any other participation in the safety program.

46.8 The following procedures will be followed to report unsafe and unhealthy working conditions:

- Every employee is responsible to themselves and other employees to report all unsafe or unhealthy conditions.
- Written or oral reports may be made to an immediate supervisor. The report will include a complete description of the hazard or condition, location (building number, room number, etc.), employee's name, and work phone number. The form for reporting health or safety problems (OPNAV 5100/11) may be obtained from the supervisor, safety bulletin board, electronic media, Customer Support Team, or the OSH Department.
- If dissatisfied with the supervisor's response, the employee will use the chain of command to report to the next level. If employee is still dissatisfied, he/she may contact the OSH Department. The OSH Department will conduct a safety inspection within 24 hours after notification of a potentially serious condition and 5 workdays for other conditions.
- If an employee reporting such a condition wishes to remain anonymous, a written report may be given directly to the OSH Department. All personal information will be deleted, but the report will be treated just like any other. If an employee is not satisfied with the corrective action taken to resolve a problem, he/she may appeal to the next higher level of management. This procedure is outlined in OPNAVINST 5100.23 (series).

46.9 The following procedures will be followed to abate unsafe and unhealthy working conditions:

- Management agrees to make a response within a reasonable period of time to employee reports of unsafe and/or unhealthy working conditions.
- Where the designated Management safety representative determines that an unsafe or unhealthy condition exists, Management will post notices prominently at or near the location until the cited condition has been corrected and will make reasonable efforts toward prompt abatement.
- Whenever and as soon as it is concluded on the basis of an inspection that a danger exists which could reasonably be expected to cause death or serious physical harm,

Management safety representative will immediately inform the affected employees and official in charge of the workplace of the danger. The official in charge of the workplace, or a person empowered to act for that official, will undertake immediate abatement and the withdrawal of employees who are not necessary for abatement of the dangerous conditions.

- Whenever Management cannot abate such conditions within 30 calendar days, Management will develop an abatement plan with a timetable of abatement and a summary of interim corrective steps. Employees exposed to such conditions will be informed of the abatement plan and advised as to measures which should be taken to safeguard their health.

### Dangerous Situations

46.10 No employee will be required to work where the employer determines a hazardous condition exists without at least one other employee or appropriate rescue team present to provide assistance in case of emergency.

46.11 In the case of imminent danger situations, the persons reporting such situations will make the reports in the most expeditious manner available. The employee has a right to decline to perform his or her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, and that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.

46.12 If an employee feels he/she cannot perform an assigned task due to his/her belief that safety conditions pose an imminent threat of death or serious injury, the employee must report this to the supervisor at the time the task is assigned. If the supervisor determines that there is no such imminent threat to the employee's safety, the employee must perform the task or face a charge of insubordination. Any such charge of insubordination may not be sustained if the Union or employee shows by a preponderance of evidence that there was an imminent danger to the employee's health or safety. (NOTE: This does not apply to firefighting or law enforcement activities.)

### Committees

46.13 Health and Safety Committees with equal numbers of Management and Union representatives will continue.

46.14 Duties of the Safety and Health Committee include, but not limited to, the following:

- Monitoring and assisting in the operation of the local safety and health program and making recommendations to the official in charge for improvement.
- Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
- Monitoring OSH Department inspection procedures to make appropriate recommendations for changes.
- Reviewing Management's plans for abating hazards.
- Reviewing responses to reports concerned with allegations of hazardous conditions,

alleged safety and health program deficiencies, and allegations of related reprisal and or noncompliance. If half of the members of record on the Committee are not substantially satisfied with a response, they may request an appropriate review by the chain of command or the local Labor Management Partnership Team.

- Reviewing procedures for handling safety and health suggestions and recommendations from employees.
- Reviewing reports of unsafe and unhealthful conditions where the hazard has been disputed.

#### Access to Information

- The Union will be provided reports of dangerous, unhealthful, or potentially dangerous or unhealthful conditions within a reasonable period of time when requested. Electronic transfer of information will be used whenever possible. The Union's Health and Safety Committee representative will be considered a routine user of this information.
- Management will provide the Union safety information maintained under the Occupational Safety and Health Act, consistent with the Privacy Act.
- Management will give the Union a copy of input to the Navy's annual report and a copy of the Navy's annual report.
- Upon request, Management will provide to the Union the Material Safety Data Sheet regarding any specific chemical which is used at the work site.
- Upon request, the Union will be provided, with accident reports of unit employees and the Quarterly Report of Navy Civilian Occupational Injuries and Illnesses. The OSH Department will notify the Union within 4 hours in the event of a serious injury.
- The designated Union representative will routinely have access to the above cited information.

#### Inspections

46.15 Union representatives will be allowed to accompany the inspector and participate in the inspection. During the course of any inspection, any employee may bring to the attention of the inspector or the participating representative any unsafe working conditions.

46.16 The Union will be given prior notice of the date, time, and place of a NAVOSH or OSHA inspection at any NAWCAD Patuxent River complex work site. A Union representative will have the opportunity to accompany a NAVOSH or OSHA inspector. The representative will be on official time during the inspection.

#### General

46.17 Management recognizes that matters of discomfort to employees which do not necessarily rise to the level of serious health or safety hazards are still important. Management will make a reasonable effort to remedy matters such as uncomfortable temperatures, smells and similar negative environmental factors in the workplace based on current standards.

Remedies may include relocation of work station(s), reassignment of work, and/or in extreme circumstances, temporary excusal from duty.

46.18 Management will consult with the Union President on safety matters affecting bargaining unit employees, and will negotiate, upon request, changes in safety policy affecting bargaining unit employees.

46.19 From a safety aspect, Management will ensure that work areas are properly lighted for the work to be performed.

46.20 When Management convenes a roundtable discussion to investigate an on the-job injury to a bargaining unit employee, the Union will send a representative to the roundtable. This representative will generally be the Union safety officer. Attendance will be on official time. The Union will be given prior notice of the date, time, and place of the roundtable.

46.21 Immunizations, where available, will be provided free to employees.

46.22 Prompt basic life support and emergency medical assistance and ambulance service will be provided to employees injured or taken sick on the job.

46.23 Management will provide reasonable accommodations for employees with documented medical conditions that are aggravated by frequent exposure to video display terminals.

46.24 The NAWCAD Patuxent River policy is to provide its employees a safe and healthful working environment. Therefore, NAWCAD Patuxent River will fully participate in the Indoor Air Quality Program, designed to protect Federal workers and visitors from unnecessary health risks.

## **Article 47.0**

### **Fire Department**

**NAS Fire Department is a vital part of the NAWCAD organization. Its goal is to protect the lives of the people, property, and environment of the Patuxent River complex. It is the intent of this article to establish a framework for facilitating a labor/management partnership council, improving the working and living conditions for Fire Department personnel, and meeting or exceeding customer expectations.**

#### **PARTNERSHIP**

47.1 The Fire Department Partnership Council will consist of a minimum of three Labor and three Management representatives and others as the council deems necessary. The Fire Department Partnership Council will address and determine the following items but not limited to:

- Ways and means of exceeding customer expectations in the research, development, test and evaluation mission of the NAWCAD.
- Modifications to uniforms.

- The policy for trading time.
- A physical fitness program for **all** employees (from fire chief to firefighters) which will include a semi-annual PRT similar to military requirements. Participation and standards will be applied uniformly to both supervisory and nonsupervisory employees. Provisions will be made for current employees who, because of physical limitations, are unable to meet the requirements of the PRT.
- The need to replace furnishings, appliances, cooking utensils, linens, etc.
- The method for accomplishing improvements and modernization to the facilities, such as the feasibility of contracting or self-help.
- Station transfer policy.
- Schedule for periodic inspections of living quarters.
- Level of janitorial services.
- The schedule for industrial cleaning through the janitorial contract.
- Preliminary proposal submitted to Public Works (PW) for major repair to the fire station #1 living spaces.
- Preliminary plans submitted to PW for new fire station when needed.
- Arrangements for providing separate sleeping quarters and bathroom facilities for female and male firefighters.
- Modifications needed for separate shower facilities for firefighters.
- Return to work policy for employees on training assignments.
- After budget review, resolve revenue and/or expense items.

47.2 All Fire Department personnel will be notified of all partnership decisions.

### **LIVING CONDITIONS**

47.3 Firefighters will be provided good living quarters and furnishings at each station. These living quarters will include:

- A reasonable space for cooking meals and snacks, dining facilities, sleeping areas, and bathroom facilities.
- Furnishings such as beds with bedding, washing machines and clothes dryers, cook stoves, dishwashers, refrigerators, dishes, utensils, furniture, microwaves, and televisions.
- Areas at each fire station which include furniture and a television with a VCR that employees can watch during downtime and for training purposes.
- Bathroom facilities restricted to fire department personnel unless renovations are made to allow access to the facilities without going through the living quarters.
- Lockable cubicles will be provided for personal quarters with a maximum of two people per cubicle
- Furnishings and equipment in good repair. Those that become worn or inoperative will be replaced.
- Periodic inspections of living quarters by qualified NAWCAD/NAS inspectors outside of the fire department.
- A regular schedule through PW for preventive maintenance on air conditioner vents.

- Installation of ventilation systems to divert diesel fumes from living quarters at existing stations.
- The replacement of all appliances on a rotating basis.

47.4 Firefighters may have antennas, satellite dishes, cable, or other such equipment installed on buildings if the firefighters buy the equipment and it meets applicable codes.

47.5 These living quarters must be maintained in a safe and healthy manner. Management will ensure cleaning supplies are available for general day-to-day cleaning tasks. The Fire Department will be placed on the NAS janitorial contract, including periodic industrial cleaning.

47.6 The Fire Department should have authorized credit card buyers for each shift at each station.

## **WORKING CONDITIONS**

47.7 Whenever heavy objects or heavy furniture need to be moved, the Fire Department should use the PW moving contract. When purchasing new furniture the cost of delivery and installation will be included in the estimate.

47.8 The Fire Department will budget for and purchase special washing machines for each station to clean the fire suppression clothing.

47.9 Overtime selections will be made on a rotating basis from a list in alphabetical order.

47.10 When manning level requirements cause Management to call employees back on work for overtime, the order of call back will be:

- Hold employees already at work for overtime according to the rotating overtime schedule unless they are fatigued from strenuous duty.
- Employees who are on leave.
- Employees who are on TDY.

47.11 Management will ensure that those designated as safety officers are properly trained.

47.12 Labor and Management recognize the importance of drills to maintain firefighter readiness. Therefore, the drills will be conducted in accordance with firefighting regulations. Normally, one drill per day will be scheduled, unless makeup drills are required. Drills will not normally be scheduled on Sundays and Holidays. Weather conditions will be considered in scheduling drills. Drills should not be scheduled when certain weather conditions exist, such as:

- a high temperature of above 90 degrees with consideration given to humidity above 75%
- a low temperature below 32 degrees with consideration given to wind chill factor, ice, and snow underfoot, etc.

47.13 Exceptions will be worked out by the Fire Department Partnership Council.

47.14 The Union and Management will work together to explore options for using employees who have been injured and are unable to perform their normal firefighter functions (medical documentation will substantiate the injury).

47.15 Firefighters are essential personnel and are critical to the mission. Unplanned leave hampers Management's ability to ensure minimum manning levels are maintained. When employees request sick leave, they should call in as early as possible but not later than 30 minutes before the beginning of the shift and should expect to provide the following information:

- Is the illness contagious?
- Is the sick leave for self or for family medical leave?
- How long do you expect to be out?
- Are there workload or training issues that need to be passed down?

47.16 Employees will not be asked any questions other than those listed above. If an issue exists concerning the use of sick leave, the Union and Management will work together with the employee to explore options to resolve the issue.

47.17 Management will recognize one Union steward per station per shift.

## **TRADE TIME**

47.18 Fire protection employees are allowed to trade time to substitute for one another on regularly scheduled tours of duty. This can be done for a full shift or a portion of the shift. The practice of "trading time" will be permitted so long as there is no effect on hours of work and the following criteria are met:

- The trading of time is done voluntarily by employees participating in the program and not at the request of Management.
- The reason for trading of time is to attend to personal matters.
- The written agreement (see Trade Time Request form attached to this article) between the two employees trading time shall be signed by both employees and both shift Assistant Fire Chief's (only one if trade is between employees of the same shift). This approval will normally be obtained at least 24 hours prior to the time they wish to make a trade. Exceptions will be granted for emergency situations.
- Employees coming or departing to and from duty for trading of time will check in and/or out with the on-duty station supervisor.
- The Assistant Fire Chiefs shall maintain a record of all trading of time.
- The minimum time traded will be 1 hour and the maximum will be 24 hours per event.
- An employee will not be paid additional overtime pay during a trade time period.
- Traded time will normally be paid back within 30 days from the first trade day.
- Failure to pay back traded time places no obligation on Management for enforcement or compensation. This process will be self-policing.

## EARLY RELIEF FROM DUTY

47.19 Early relief is the practice used by fire protection personnel to relieve employees from the previous shift or tour of duty prior to their scheduled starting time. The following guidelines are established:

- Early relief will be voluntary.
- Early relief is normally limited to 1 hour or less prior to the scheduled start of a regular shift
- A complete turnover of responsibilities shall be made between the employees at the time of the relief.
- The employee will advise the on-duty station supervisor before departing the duty site.
- An employee will not be paid additional overtime pay for relieving another employee early.

## UNIFORM POLICY

47.20 Any changes to the uniform policy will be made by the Fire Department Partnership and will be identified in a Memorandum of Understanding.

47.21 Identical uniforms and uniform accessories will be ordered and paid for by the Fire Department and then replaced as necessary for loss/wear/damage. The clothing allowance is eliminated.

47.22 A complete description of the uniform is attached to this article.

## TRADE TIME REQUEST

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: "A" Shift Assistant Fire Chief

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: "B" Shift Assistant Fire Chief

### Trade Time Provisions:

- The trading of time is done voluntarily by employees participating in the program and not at the request of management.
- The reason for trading of time is to attend to personal matters.
- The written agreement between the two employees trading time shall be signed by both employees and both shift Assistant Fire Chief's (only one if trade is between employees of the same shift). This approval will normally be obtained at least 24 hours prior to the time they wish to make a trade. Exceptions will be granted for emergency situations.
- Employees coming or departing to and from duty for trading of time will check in and/or out with the on-duty station supervisor.
- The Assistant Fire Chiefs shall maintain a record of all trading of time.

- The minimum time traded will be 1 hour and the maximum will be 24 hours per event.
- An employee will not be paid additional overtime pay during a trade time period.
- Traded time will normally be paid back within 30 days from the first trade day.
- Failure to "pay-back" traded time places no obligation on Management for enforcement or compensation. This process will be self-policing.

### **FIRE DEPARTMENT UNIFORM POLICY**

Conformity is important, uniforms should be identical and should be ordered from the same company and should be fade-resistant.

Clothing allowance should be eliminated and uniforms and uniform accessories should be ordered and paid for by the Fire Department and then replaced as necessary for wear, loss, or damage.

Uniforms should be professional in appearance. The Fire Department Partnership will approve selection.

#### **Firefighters will be provided uniforms as follows:**

- Five Navy Blue Job Shirts with Fire Department logo embroidered.
- Seven Navy Blue T-shirts of 100% cotton blend with Fire department logo embroidered to be worn in work areas.
- Five Navy Blue Work Pants of NOMEX.
- Two Navy Blue Windbreakers the same as currently used with embroidered Fire Department logo.
- Five Light Blue Dress Shirts of 35% Cotton/65% Polyester Blend with Epaulets, Pocket Covers, and badge tags.
- Three sets of work-out clothing (sweat shirts, sweat pants, and shorts).
- Badge (to be selected - identical style for all Patuxent River firefighters).
- Three Baseball Caps allowed with work clothes and Fire Department or Union Logo.
- Union members may have Union name beneath fire department logo on Job shirts, T-shirts, and windbreakers.
- Last chance belt and regular dress belt.
- Two pairs of work boots that meet NFPA requirements and one pair of dress shoes.
- One Class-A Uniform (Navy Blue).

#### **Fire Inspectors will be provided uniforms as follows:**

- Five Black Pants (Status Quo)
- Five White Shirts (Status Quo)
- Badge (to be selected - identical style to firefighter's badge)

Inspectors stand additional duties as firefighters and need appropriate uniforms. The number of firefighter uniforms (described above) will be determined by the Fire Department Partnership and provided to the inspectors.

See details in the Fire Department Uniform Policy Standard Operating Procedures.

## **Article 48.0**

### **Police Department**

48.1 All personnel policies, practices, procedures, and working conditions currently in effect in the Police Department will continue. Any changes to personnel policies, practices, procedures, and working conditions will be addressed through the NAWCAD Patuxent River Partnership Team.

## **Article 49.0**

### **Agency Regulations**

49.1 Management and employees shall comply with agency regulations governing personnel policies and practices, and conditions of employment. This Section shall not be construed to require Management to issue, change, or retain a regulation, but is intended to maintain stability and fairness in implementing regulations.

## **Article 50.0**

### **Defense Acquisition Work Force Improvement Act**

**The intent of this article is to provide employees with information on the Defense Acquisition Work Force Improvement Act (DAWIA).**

50.1 The DAWIA of November 1990 was implemented to improve the effectiveness of the military and civilian acquisition work force. The focus is on the development of the work force with the skills and attributes required to effectively manage the Defense Acquisition process. Education, training, and experience requirements are designed to create a cadre of highly-skilled acquisition professionals. DAWIA outlines specific requirements for acquisition positions and the corresponding personnel.

50.2 DOD 5000.52, Defense Acquisition Education, Training, and Career Development, which is the Department of Defense's implementing regulation for DAWIA, establishes education, training, and experience standards for each acquisition position.

50.3 The acquisition work force, which consists of all acquisition personnel, is divided into the following 11 functional categories:

- Program Management - includes configuration and data management
- Contracting
- Systems Planning, Research, and Development Engineering Manufacturing and Production - includes quality engineers and production management
- Communications and Computer Systems

- Test and Evaluation
- Business, Cost Estimating, and Financial Management
- Acquisition Logistics
- Purchasing includes Purchasing Agents
- Auditing
- Industrial/Contract Property Management

50.4 All acquisition personnel are offered the opportunity to attend mandatory DAWIA training as training billets are available. Other personnel may attend on a space available basis.

50.5 Further information on this program may be found in the Employee Development Branch of the Human Resources Office.

## **Article 51.0**

### **Employee Right to Privacy**

**Government employees are entitled to the same constitutional rights to privacy as private sector employees.**

51.1 Searches and seizures by the Government of the private property of its employees are subject to Constitutional constraints. Employees may store personal papers and effects in their offices, desks, and file cabinets. It should be understood that personal items owned by the employee, such as pocketbooks, briefcases, or other like materials, are not subject to search without probable cause or belief that criminal activity is involved. However, a search or seizure of personal items without a warrant may be justified if Management has reasonable grounds for suspecting that the search will produce evidence that the employee is guilty of work-related misconduct, or insuring the internal security of the agency. The provisions outlined are intended to deal with matters such as, but not limited to, possession of illegal drugs, firearms, explosives, or other material that presents a threat to the internal security of the agency.

## **Article 52.0**

### **Safety, Fraud, Waste, and Abuse**

**Employees have the right and are encouraged to disclose information which they reasonably believe is evidence of a violation of any law, rule, regulation, mismanagement, a waste of funds, an abuse of authority, or a substantial and specific danger to health or safety. This reporting is a positive process that improves our efficiency and effectiveness.**

52.1 Management must reinforce the intent of this reporting as a positive way to improve government efficiency and effectiveness. Management will protect employees who use the reporting process from reprisal. Investigations shall be done discreetly, thoroughly, and carefully in accordance with the Privacy Act maintaining the presumption of innocence.

52.2 There are a number of different avenues for reporting safety violations, fraud, waste, and abuse. Access to them and the proper steps to follow shall be publicized through appropriate channels such as: posters, flyers, bulletin boards, audio/visual media, etc.

52.3 Employees are encouraged to apprise the supervisor of any potential safety, fraud, waste, and abuse issues, even in the case of unintentional violations, via the "no" vote. The "no" vote is an opportunity for the employee to go on record as cautioning against this course of action and ask for a review of the process or procedure by the decision maker.

52.4 Management will ensure that if the results of the report generate cost savings, the appropriate reward/recognition process will be used.

52.5 During an investigation, the individual should be made aware that he/she is being investigated and should have the opportunity to explain/defend himself/herself, provided that doing so would not seriously affect the investigation or violate law. If the results of a report exonerate the individual, that fact will be made clear to Management chain in accordance with the Privacy Act.

#### **Article 53.0**

##### **Surveys**

53.1 If Management requires bargaining unit employees to complete a survey/questionnaire on personnel practices, Policies, or working conditions, the union shall be given an advance copy of the survey/questionnaire. Management shall fulfill any bargaining obligation required by law or decisions of appropriate authority relative to the survey/questionnaire. A statement indicating the Union's concurrence will be included as part of the surveys/questionnaires.

#### **Article 54.0**

##### **Total Quality Philosophy**

54.1 The Navy's quality philosophy is "an approach to leading and managing that is guided by a total view of how all systems of work and people blend together to meet mission requirements and ultimately perform the service for our country." Total Quality Philosophy is "the bottom-line approach to assess and improve continually the processes by which an organization conducts its business" (H. Lawrence Garrett III, former Secretary of the Navy). It focuses on improvement of all the quality characteristics that influence customer-perceived quality. This includes sources of variation from incoming supplies, all of the significant processes within an organization, and all those that can influence customer satisfaction, needs, or expectations.

54.2 Management will ensure that the Union is informed and invited to select a representative for membership on teams when chartered, either formally or informally, to study a process involving personnel practices and policies or matters of working conditions for bargaining unit employees, and those subjects included in Executive Order 12871. The Union does not waive

its right, by serving on the team, to negotiate the final product of that team in accordance with Executive Order 12871 and Title 5 U.S. Code 71 Labor Management Relations.

54.3 When Management and the Union trust and cooperate with each other, everyone wins. "Competition leads to loss. People pulling in opposite directions on a rope only exhaust themselves, they go nowhere. What we need is cooperation." (Deming, The New Economics for Industry, Government and Education, 1993). Total Quality Partnership and Total Quality Philosophy go hand in hand. Management, employees and the Union are full partners in identifying opportunities for process improvement and identifying problems in the workplace. This partnership of Management, employees, and the Union will work together using the scientific method to craft and implement process improvements and problem solutions.

## **Article 55.0**

### **Travel**

**When an employee travels on government business, it is the joint responsibility of the employee and the supervisor to ensure that the mission is accomplished successfully. It is also necessary that the traveler be well informed as to what is expected of him or her while on travel and that the traveler have easy access to information regarding the TAD process.**

55.1 When an employee is sent on Temporary Additional Duty (TAD), Management is responsible and accountable for ensuring the traveler has all the necessary resources to accomplish the mission. Employees should be notified of upcoming travel, as soon as possible, and the supervisor will assist the traveler in comprehensive planning and preparation for the TAD assignment. Complete communication between the traveler and the supervisor in both the preparatory and execution stages of the TAD assignment enhances both the traveler's comfort level and the productivity of the assignment and should be carried out accordingly.

55.2 It is the responsibility of the supervisor to ensure that each employee's position description correctly identifies travel requirements of the job. If travel requirements increase, it is necessary for a change to be made in the employee's position description. Any change greater than 5% in the amount of travel required in an employee's position description will be considered a change in working conditions and will entitle the employee to Union representation.

55.3 Supervisors are encouraged to be flexible with whom they send on TAD and to rotate travel duty where possible, while considering mission requirements. Whenever possible, travel will take place within normal working hours. When supervisors become aware of special conditions (temporary or permanent physical, mental, or personal issues) affecting an employee's ability to travel, they will make reasonable efforts to accommodate the traveler's condition.

55.4 When receiving a TAD assignment, employees need to prepare for that assignment as thoroughly as possible. Employees should involve their supervisors in such preparation as appropriate. It is the obligation of the employee to communicate to their supervisor any special

condition which inhibits or interferes with travel. While on TAD, an employee's primary objective is the effective and efficient accomplishment of the TAD mission. All employees who travel should obtain a government travel credit card. Travelers are authorized one phone call per week of reasonable length to their home during their TAD. In addition, payment of calls home for emergency situations will be authorized.

55.5 Management will make available appropriate information on travel rules and regulations for those who are responsible for answering travel-related questions. These personnel will then assist travelers in planning and executing travel as efficiently as possible. In addition, updated guidance on travel regulations will be published, along with any changes to the regulations. Such guidance will be made available through easily accessible electronic media.

55.6 To further inform the traveler of necessary procedures and requirements, employees on TAD will be provided an informational briefing sheet attached to their orders, including information on proper use of government travel credit card, rental vehicles, receipt requirements, authorizations, periodic liquidation's, telephone calls to home, etc.

## **Article 56.0**

### **Wage Survey**

**The intent of this article is to ensure that designated individuals continue receiving Command support to participate in wage surveys. By clarifying the notification and support processes, supervisors will become more knowledgeable and willing to support employee participation.**

56.1 A wage survey is a collaborative effort of the Department of Defense and the Department of Labor to collect data to establish rates of pay for wage grade employees. Labor and Management will select their respective representatives. Participation is an official function and is a positive contribution to a government-wide team; therefore, recognition of the employee's efforts is encouraged.

56.2 Commander, NAWCAD, or Commanding Officer, Naval Air Station, will issue a letter of assignment and explanation to the designated wage grade employee via the supervisor, with copies to AFGE Local 1603 and the Competency Manager.

56.3 This letter will include the following information: explanation of a wage survey, job order number, travel authorization to include overnight stay, training requirements, and other pertinent information. In addition to the Department of Labor training, AFGE-sponsored training for individuals selected is part of the wage survey process and will be charged as official business.

56.4 Although recognition is encouraged and appropriate, it will not be tied to performance appraisal. However, employees are encouraged to include wage survey participation and feedback in their yearly accomplishment report.

56.5 Human Resources Office labor relations specialist is point of contact and coordinator for wage surveys.

## **Article 57.0**

### **Duration of Agreement**

57.1 This Agreement will remain in full force and effect for 3 years from the date of approval. However, either party may give written notice to the other not more than 105 days nor less than 60 days prior to the first anniversary date of its desire to reopen and amend or modify the Agreement. Such reopening will be by mutual consent only. Modifications to this Agreement will be made through Memorandums of Understanding.

57.2 Either party may give written notice to the other, not more than 105 days nor less than 60 days prior to the expiration date, for the purpose of renegotiating this Agreement. This agreement will terminate at any time the Union is no longer the exclusive representative.

57.3 Barring a timely request to renegotiate, the Agreement shall automatically renew for 1-year periods. The renewals are subject to conformance with law, government-wide regulations, and published policies and regulations of the DOD and DON for which a compelling need exists.

## **Executive Order 12871 of October 1, 1993**

### **Labor - Management Partnerships**

The involvement of Federal Government employees and their union representatives is essential to achieving the National Performance Review's Government reform objectives. Only by changing the nature of Federal labor management relations so that managers, employees, and employees' elected union representatives serve as partners will it be possible to design and implement comprehensive changes necessary to reform Government. Labor management partnerships will champion change in Federal Government agencies to transform them into organizations capable of delivering the highest quality services to the American people.

By the authority vested in me as President by the Constitution and the laws of the United States, including section 301 of title 3, United States Code, and in order to establish a new form of labor-management relations throughout the executive branch to promote the principles and recommendations adopted as a result of the National Performance Review, it is hereby ordered:

**Section 1. THE NATIONAL PARTNERSHIP COUNCIL.** (a) Establishment and Membership. There is established the National Partnership Council ("Council"). The Council shall comprise the following members appointed by the President:

- (1) Director of the Office of Personnel Management ("OPM");
- (2) Deputy Secretary of Labor;

- (3) Deputy Director for Management, Office of Management and Budget;
- (4) Chair, Federal Labor Relations Authority;
- (5) Federal Mediation and Conciliation Director;
- (6) President, American Federation of Government Employees, AFL - CIO;
- (7) President, National Federation of Federal Employees;
- (8) President, National Treasury Employees Union;
- (9) Secretary - Treasurer of the Public Employees Department, AFL - CIO; and
- (10) A deputy Secretary or other officer with department- or agency-wide authority from two executive departments or agencies (hereafter collectively "agency"), not otherwise represented on the Council.

Members shall have 2-year terms on the Council, which may be extended by the President.

(b) Responsibilities and Functions. The Council shall advise the President on matters involving labor-management relations in the executive branch. Its activities shall include:

- (1) supporting the creation of labor-management partnerships and promoting partnership efforts in the executive branch, to the extent permitted by law;
- (2) proposing to the President by January 1994 statutory changes necessary to achieve the objectives of this order, including legislation consistent with the National Performance Review's recommendations for the creation of a flexible and responsive hiring system and the reform of the General Schedule classification system;
- (3) collecting and disseminating information about, and providing guidance on, partnership efforts in the executive branch, including results achieved, to the extent permitted by law;
- (4) utilizing the expertise of individuals both within and outside the Federal Government to foster partnership arrangements; and
- (5) working with the President's Management Council toward reform consistent with the National Performance Review's recommendations throughout the executive branch.

(c) Administration.

- (1) The President shall designate a member of the Council who is a full-time Federal employee to serve as Chairperson. The responsibilities of the Chairperson shall include scheduling meetings of the Council.

(2) Council shall seek input from nonmember Federal agencies, particularly smaller agencies. It also may, from time to time, invite experts from the private and public sectors to submit information. The Council shall also seek input from companies, nonprofit organizations, State and local governments, Federal Government employees, and customers of Federal Government services, as needed.

(3) To the extent permitted by law and subject to the availability of appropriations, OPM shall provide such facilities, support, and administrative services to the Council as the Director of OPM deems appropriate.

(4) Members of the Council shall serve without compensation for their work on the Council, but shall be allowed travel expenses, including per diem in lieu of subsistence, as authorized by law, for persons serving intermittently in Government service.

(5) All agencies shall, to the extent permitted by law, provide to the Council such assistance, information, and advice as the Council may request.

(d) General.

(1) I have determined that the Council shall be established in compliance with the Federal Advisory Committee Act, as amended (5 U.S.C. App. 2).

(2) Notwithstanding any other executive order, the functions of the President under the Federal Advisory Committee Act, as amended, except that of reporting to the Congress, that are applicable to the Council, shall be performed by the Director of OPM, in accordance with guidelines and procedures issued by the Administrator of General Services.

(3) The Council shall exist for a period of 2 years from the date of this order, unless extended.

(4) Members of the Council who are not otherwise officers or employees of the Federal Government shall serve in a representative capacity and shall not be considered special Government employees for any purpose.

Sec. 2. IMPLEMENTATION OF LABOR - MANAGEMENT PARTNERSHIPS THROUGHOUT THE EXECUTIVE BRANCH. The head of each agency subject to the provisions of chapter 71 of title 5, United States Code shall:

(a) create labor-management partnerships by forming labor-management committees or councils at appropriate levels, or adapting existing councils or committees if such groups exist, to help reform Government;

(b) involve employees and their union representatives as full partners with management representatives to identify problems and craft solutions to better serve the agency's customers and mission;

(c) provide systematic training of appropriate agency employees (including line managers, first line supervisors, and union representatives who are Federal employees) in consensual methods of dispute resolution, such as alternative dispute resolution techniques and interest-based bargaining approaches;

(d) negotiate over the subjects set forth in 5 U.S.C. 7106(b)(1), and instruct subordinate officials to do the same; and

(e) evaluate progress and improvements in organizational performance resulting from the labor-management partnerships.

Sec. 3. NO ADMINISTRATIVE OR JUDICIAL REVIEW. This order is intended only to improve the internal management of the executive branch and is not intended to, and does not, create any right to administrative or judicial review, or any other right, substantive or procedural, enforceable by a party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

THE WHITE HOUSE, October 1, 1993.

**Official Time**

**For Labor-Management Relations Activities**

Name:

Date of Request:

Date of Meeting:

Estimated Amount of Time Requested:

<u>Purpose of Meeting</u>	<u>Job order Number</u>	<u>Time Used</u>
Labor-Management Relationships	D000001203	
Grievances / Appeals	D000001120	
Basic Negotiations / Renegotiations	D000001205	
Mid-Term Negotiations	D000001206	
Unfair Labor Practice	D000001209	
Other (CA Studies)	D000001121	

## **TEMPERATURE GUIDELINES FOR BREAK FREQUENCY**

**These numbers are a conservative estimate.**

### **LIGHT WORK**

**IF THE TEMPERATURE IS: BREAK FREQUENCY IS:**

**101° - 105 ° 4 hours**

**106° - 110° 3 hours**

**111° - 114° 2 1/2 HOURS**

**115° or Greater Complete a heat stress**

**HEAT STRESS ALERT CHECKLIST**

### **MODERATE WORK**

**IF THE TEMPERATURE IS: BREAK FREQUENCY IS**

**96° - 100° 2 hours**

**101° - 105° 1 1/2 hours**

**106° - 110° 1 hour**

**111° - 114° 50 minutes**

**115° or Greater COMPLETE A HEAT STRESS**

**HEAT STRESS ALERT CHECKLIST**

### **HEAVY WORK**

**IF THE TEMPERATURE IS: BREAK FREQUENCY IS**

**96° - 100° 1 Hour, 15 minutes**

**101° - 105° 50 minutes**

106° - 110° 40 minutes

111° - 114° 35 minutes

115° or Greater COMPLETE A HEAT STRESS

## HEAT STRESS ALERT CHECKLIST

### HEAT STRESS CHECKLIST

#### 1. WORK ANALYSIS

Work Location: \_\_\_\_\_ Date \_\_\_\_\_

Work Description: \_\_\_\_\_

Work Activity: \_\_\_ Light \_\_\_ Moderate \_\_\_ Heavy

Clothing: \_\_\_ WC \_\_\_ CC \_\_\_ DC \_\_\_ VB \_\_\_ WB

Respiratory Protection: \_\_\_ SCBA \_\_\_ Respirator

#### 2. WORK AREA MONITORING:

Temperature: \_\_\_\_\_ WBGT

#### 3. CONTROLS USED

YES NO

Cooling Garments \_\_\_\_\_

Fans/Blowers \_\_\_\_\_

Drinking Fluids Available \_\_\_\_\_

#### 4. JOB SUPERVISOR CHECKLIST

##### Initials

1. Ensure that no employees of the work team are currently taking medication or have a known medical condition which may affect their tolerance to working hot environment. \_\_\_\_\_

2. Review with the work team the temperature, break time and work controls to be used for this job. \_\_\_\_\_

3. Ensure that each member of the work team drinks plenty fluids (at least 8 ounces) prior to the start of the job. \_\_\_\_\_

**5. EMPLOYEE SIGNATURE**

The supervisor has reviewed with me the precautions to be observed prior to starting this job. I am aware of my personal responsibilities in observing good personal heat stress practices.

\_\_\_\_\_  
Signature Date

**6. SUPERVISOR SIGNATURE**

\_\_\_\_\_  
Signature Date

**GLOSSARY**

**Statutory Appellate Procedure** - refers to the procedures of third parties established by law to hear and decide appeals (EEOC, MSPB, FLRA, et.al.)

**Competitive Levels** - All positions in a competitive area which are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules and working conditions so that an agency may reassign the incumbents of one position to any of the other positions in the level without undue interruption.

**Emergency Personnel** - Those employees who have been identified in writing by Management who perform critical functions that require continued operation or coverage and that cannot be suspended or interrupted regardless of group of general dismissals.

**Scheduled Leave** - Leave which has been requested 5 working days in advance of the date leave will be taken. **Unscheduled Leave** - Leave requested less than 5 working days in advance of the date leave will be taken, including "on-the-spot" leave.

**Family Member** is defined as:

- Spouse and parents-in-law;
- Children, including adopted children and their spouses, (including adult children, whether disabled or not);
- Parents;
- Brothers and sisters, and their spouses; and

- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**Demonstrate Fitness** - satisfactory performance and conduct.

**Temporary Employee** - an appointment not expected to last longer than 1 year.

**TAPER Employee** - temporary appointment pending the establishment of a register.

**Term Employee** - an appointment for a period of more than 1 year but not more than 4 years when the need for an employee's services is not permanent.

**NAWCAD Patuxent River Complex** - Naval Air Station, Webster Field, and Solomons Annex

**Bargaining Unit Status (BUS)** - A code which indicates whether an employee is included in the AFGE bargaining unit. The code is found in block 37 on the SF 50. Applicable Patuxent River codes are:

- **2840** - NAWCAD Bargaining Unit
- **2856** - NAVAIR Detachment at Patuxent River
- **8888** - Employee occupies a position that is statutorily excluded from coverage in a bargaining unit (e.g., supervisors, managers, personnel lists, etc.)
- **7777** - although position is not statutorily excluded from coverage, the bargaining unit excludes the position on other grounds (e.g., employees are not organized).

**Ergonomics** - is the study of the design of work in relation to the physiological and psychological capabilities of people.

**Exempt employees** - Term refers to employees who are exempt from the overtime provisions of the Fair Labor Standards Act, and who are covered by the overtime provisions of Title 5 for overtime pay. Overtime pay under Title 5 is generally computed at a rate of 1.5 times the employee's basic pay or the GS-10, Step 1, rate of basic pay, whichever is lower. Specific criteria pertaining to exemptions is found in Title 5 CFR 551 Subpart B.

**Nonexempt employees** - Term refers to employees who are covered under the Fair Labor Standards Act. Overtime pay is computed at a rate of 1.5 times the "regular rate" of pay.

**Formal discussions** must be between one or more agency representatives and one or more unit employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. Formality of a discussion is dependent upon the totality of the circumstances.

## INDEX

Page No.

ADMINISTRATIVE LEAVE	32
ADVERSE WEATHER	46
AGENCY REGULATIONS	61
ALTERNATIVE DISPUTES RESOLUTION	39
ALLEGATIONS OF UNFAIR LABOR PRACTICES	39
ANNUAL LEAVE	32
ARBITRATION	40
BASIC WORKWEEK AND HOURS OF WORK	27
COMPRESSED WORK SCHEDULE	28
COMMERCIAL ACTIVITIES AND CONTRACTING	14
DEFENSE ACQUISITION WORK FORCE IMPROVEMENT ACT (DAWIA)	61
DETAILS AND TEMPORARY ASSIGNMENTS TO OTHER POSITIONS	15
DISCIPLINARY AND ADVERSE ACTIONS, AND ACTIONS FOR UNACCEPTABLE PERFORMANCE	37
DRUG FREE WORKPLACE	49
DUES WITHHOLDING	6
DURATION OF AGREEMENT	66
EMPLOYEE ASSISTANCE PROGRAM	49
EMPLOYEE RIGHT TO PRIVACY	62
EQUAL EMPLOYMENT OPPORTUNITY	41
FAMILY AND MEDICAL LEAVE ACT	34
FAMILY FRIENDLY LEAVE ACT	34
FIRE DEPARTMENT	55
FLEXIPLACE	26
FLEXITOUR	29
FURLOUGHS	16
GLOSSARY	72
INCENTIVE AWARDS COMMITTEE	19
LEAVE WITHOUT PAY	34
MERIT STAFFING	16
NEGOTIATED GRIEVANCE PROCEDURE	43
OFFICE EQUIPMENT	26
OVERTIME	29
PARKING	27
PARTNERSHIP	4
PERFORMANCE APPRAISAL	19
PERFORMANCE AWARDS	24
POLICE DEPARTMENT	61
POSITION DESCRIPTION	17
PREAMBLE	4

PREVENTION OF VIOLENCE IN THE WORKPLACE 50  
PROBATIONARY EMPLOYEES 18  
PUBLICITY AND GENERAL PROVISIONS 8  
RECOGNITION AND UNIT DETERMINATION 10  
RIGHTS OF THE EMPLOYEES AND THE UNION 10  
SAFETY AND HEALTH 51  
SAFETY, FRAUD, WASTE, AND ABUSE 62  
SICK LEAVE 35  
SURVEYS 63  
TEMPORARY EMPLOYEES 19  
TIME-OFF FOR RELIGIOUS PRACTICES 36  
TOTAL QUALITY PHILOSOPHY 63  
TRAVEL 64  
UNION REPRESENTATION 13  
VOLUNTARY LEAVE BANK 36  
VOLUNTARY LEAVE TRANSFER PROGRAM 37  
WAGE SURVEY 65  
WITHIN-GRADE PAY INCREASES 24  
WORK BREAKS 31  
WORK SPACE ALLOCATION 27

Published by:

Technical Publishing Team

Naval Air Warfare Center Aircraft Division

Patuxent River, Maryland

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 25th day of July 1997.

For the  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES Local 1603, AFL-CIO

---

President

For the  
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION

---

Commander

For the  
NAVAL AIR STATION

---

Commanding Officer

NEGOTIATORS

For the Employer For the Union

CHIEF NEGOTIATOR

CHIEF NEGOTIATOR

NEGOTIATOR

NEGOTIATOR

NEGOTIATOR

NEGOTIATOR

NEGOTIATOR

Approved by the Department of Defense on 6 August 1997.