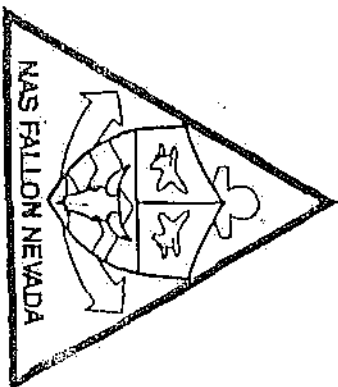


NEGOTIATED AGREEMENT



NAVAL AIR STATION

FALLON



AFGE
LOCAL 1201

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PREAMBLE

PURSUANT TO THE PROVISIONS OF THE CIVIL SERVICE REFORM ACT OF 1978 (PL 95-454) GOVERNING LABOR MANAGEMENT RELATIONS (CHAPTER 71 OF TITLE 5 OF THE US CODE AND RELATED AMENDMENTS TO 5 USC 5595 (b) THE BACK PAY ACT), HERINAFTER REFERRED TO AS THE STATUTE, THE FOLLOWING ARTICLES CONSTITUTE A BINDING AGREEMENT BY AND BETWEEN THE NAVAL AIR STATION FALLON, HERINAFTER REFERRED TO AS THE EMPLOYER, AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1201, AN AFFILIATE OF THE AFL-CIO, HERINAFTER REFERRED TO AS THE UNION.

ARTICLE 1

RECOGNITION AND UNIT DEFINITION

SECTION 1: THE EMPLOYER RECOGNIZES THE UNION (AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1201), NAVAL AIR STATION FALLON, NEVADA AS THE EXCLUSIVE REPRESENTATIVE FOR ALL EMPLOYEES IN THE UNIT AS DEFINED IN SECTION 2 BELOW.

SECTION 2: THE RECOGNIZED UNIT TO WHICH THIS AGREEMENT IS APPLICABLE INCLUDES ALL ELIGIBLE CIVIL SERVICE EMPLOYEES OF THE NAVAL AIR STATION FALLON, NEVADA. EXCLUDED FROM THE UNIT ARE ALL EMPLOYEES OF THE FIRE DEPARTMENT, NON-APPROPRIATED FUND EMPLOYEES; COMMISSARY STORE EMPLOYEES, EMPLOYEES OF TENANT ACTIVITIES, MANAGEMENT OFFICIALS AND SUPERVISORS, PROFESSIONAL AND PERSONNEL WORKERS, OTHER THAN CLERICAL WORKERS.

SECTION 3: THE UNION RECOGNIZES THE RESPONSIBILITY FOR REPRESENTING THE INTEREST OF ALL EMPLOYEES IN THE UNIT WITHOUT DISCRIMINATION AND WITHOUT REGARD TO LABOR ORGANIZATION MEMBERSHIP, AS CURRENT, APPLICABLE FEDERAL LAW APPLIES. THE EMPLOYER RECOGNIZES THE RESPONSIBILITY TO ENSURE THAT NO INTERFERENCE, RESTRAINT, COERCION OR DISCRIMINATION IS PRACTICED WITHIN THE NAVAL AIR STATION FALLON, NEVADA TO ENCOURAGE OR DISCOURAGE UNION MEMBERSHIP AND ACTIVITIES.

ARTICLE 2

RIGHTS OF THE EMPLOYER

SECTION 1: THE EMPLOYER RETAINS THE RIGHT TO DETERMINE THE MISSION, BUDGET, ORGANIZATION, NUMBER OF EMPLOYEES, AND INTERNAL SECURITY PRACTICES OF THE ACTIVITY; AND IN ACCORDANCE WITH APPLICABLE LAWS:

a. TO HIRE, ASSIGN, LAYOFF, AND REHIRE UNIT EMPLOYEES IN THE ACTIVITY, OR TO SUSPEND, REMOVE, REDUCE IN GRADE OR PAY OR TAKE DISCIPLINARY ACTION AGAINST SUCH EMPLOYEES IN ACCORDANCE WITH APPROPRIATE LAWS, FEDERAL REGULATIONS, AND PERTINENT NAVAL AIR STATION INSTRUCTIONS.

b. TO ASSIGN WORK, TO MAKE DETERMINATION WITH RESPECT TO CONTRACTING OUT, AND TO DETERMINE THE PERSONNEL BY WHICH THE ACTIVITY OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH APPROPRIATE LAWS, FEDERAL REGULATIONS, AND PERTINENT NAVAL AIR STATION INSTRUCTION.

c. WITH RESPECT TO FILING POSITIONS, TO MAKE SELECTIONS FOR APPOINTMENTS IN ACCORDANCE WITH APPROPRIATE LAWS, FEDERAL REGULATIONS, AND NAVAL AIR STATION INSTRUCTIONS, FROM:

(1.) AMONG PROPERLY RANKED AND CERTIFIED CANDIDATES

FOR PROMOTION; OR
(2.) ANY OTHER APPROPRIATE SOURCE.
4. TO TAKE WHATEVER ACTIONS MAY BE NECESSARY TO CARRY
OUT THE ACTIVITY MISSION DURING EMERGENCIES.

SECTION 2: NOTHING IN THIS ARTICLE SHALL PRECLUDE THE EMPLOYER
AND THE UNION FROM NEGOTIATING:
a. PROCEDURES WHICH MANAGEMENT OFFICIALS OF THE ACTIVITY
WILL OBSERVE IN EXERCISING ANY AUTHORITY UNDER THIS SECTION.
b. APPROPRIATE ARRANGEMENTS FOR EMPLOYEES ADVERSELY
AFFECTED BY THE EXERCISE OF ANY AUTHORITY UNDER THIS SECTION BY
SUCH MANAGEMENT OFFICIALS. SUCH ARRANGEMENTS WILL BE IN
ACCORDANCE WITH APPROPRIATE LAWS, FEDERAL REGULATIONS, NAVAL AIR
STATION INSTRUCTIONS.

ARTICLE 3

RIGHTS OF THE EMPLOYEES

SECTION 1: IT IS AGREED THAT EMPLOYEES SHALL HAVE THE RIGHT TO
FORM, JOIN OR ASSIST THE UNION OR TO REFRAIN FROM SUCH ACTIVITY
FREELY AND WITHOUT FEAR OF PENALTY OR REPRISAL AND EACH EMPLOYEE
SHALL BE PROTECTED IN THE EXERCISE OF THIS RIGHT AS EXISTING LAW
ALLOWS.

SECTION 2: THE EMPLOYER SHALL TAKE ACTION IN ACCORDANCE WITH
APPLICABLE DIRECTIVES TO ENSURE THAT NO INTERFERENCE, RESTRAINT,
COERCION OR DISCRIMINATION IS PRACTICED WITHIN THE ACTIVITY TO
ENCOURAGE OR DISCOURAGE MEMBERSHIP IN ANY LABOR ORGANIZATION; AS
DIRECTED BY APPLICABLE LAW.

SECTION 3: THE UNION AGREES THAT EMPLOYEES HAVE THE RIGHT TO BE
ACCEPTED AND TO JOIN THE UNION WITHOUT DISCRIMINATION AS TO RACE,
COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN OR HANDICAPPING
CONDITION. THE UNION RESERVES THE RIGHT TO REFUSE MEMBERSHIP FOR
NONPAYMENT OF DUES AND FAILURE TO MEET REASONABLE OCCUPATIONAL
STANDARDS UNIFORMLY REQUIRED FOR ADMISSION.

SECTION 4: NOTHING IN THIS AGREEMENT SHALL REQUIRE AN EMPLOYEE
TO BECOME OR REMAIN A MEMBER OF THE UNION OR TO PAY MONEY TO THE
UNION EXCEPT PURSUANT TO A VOLUNTARY WRITTEN AUTHORIZATION BY A
MEMBER FOR THE PAYMENT OF DUES THROUGH PAYROLL DEDUCTION.

SECTION 5: EMPLOYEES HAVE THE RIGHT TO MEET WITH AND BE
REPRESENTED BY UNION REPRESENTATIVES CONCERNING WORKING
CONDITIONS AND PERSONNEL POLICIES AND PRACTICES AS DESCRIBED BY
THE STATUTE.

SECTION 6: IT IS AGREED THAT THE EMPLOYER SHALL PROVIDE ALL NEW
EMPLOYEES WITH COPIES OF THEIR POSITION/JOB DESCRIPTION AND THEIR

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PERFORMANCE APPRAISAL DOCUMENT THAT DEFINES THEIR ELEMENTS AND
STANDARDS AND IDENTIFIES THE RATER AND REVIEWER.

SECTION 7: ALL NEW EMPLOYEES ARE REQUIRED TO ATTEND NEW EMPLOYEE
ORIENTATION WHICH WILL INCLUDE INFORMATION ON PERFORMANCE
APPRAISAL, POSITION DESCRIPTIONS, EMPLOYEE ASSISTANCE PROGRAM,
WORKER'S COMPENSATION AND OTHER RIGHTS AND BENEFITS. THE
EMPLOYER WILL ALSO INFORM NEW EMPLOYEES OF THE UNION'S EXISTENCE
OR NAVAL AIR STATION FALLON, AND NOTIFY UNION PRESIDENT WHEN
ORIENTATION CLASSES BEGIN AND AT WHAT LOCATION THEY WILL BE HELD.

ARTICLE 4

EMPLOYER - UNION COOPERATION

SECTION 1: THE EMPLOYER AGREES THAT CONSULTATION SHALL OCCUR AS
THE NEED ARISES AND/OR SUBJECT TO THE REQUEST OF EITHER PARTY,
BETWEEN THE REPRESENTATIVES OF THE UNION AND THE EMPLOYER TO
REVIEW APPROPRIATE PERSONNEL POLICIES AND PRACTICES AND OTHER
APPROPRIATE MATTERS AFFECTING THE WORKING CONDITIONS OF THE
BARGAINING UNIT.

SECTION 2: IT IS FURTHER AGREED THAT IN ADDITION TO THE ABOVE
REFERRED TO CONSULTATIONS THE EMPLOYER SHALL SCHEDULE AND MEET
WITH UNION OFFICIALS UPON REQUEST AND WITHIN FIVE (5) WORKING
DAYS AFTER THE RECEIPT OF A WRITTEN AGENDA, FOR THE PURPOSE OF
REVIEWING AND DISCUSSING THE COMMON INTERESTS IN ESTABLISHING AND
MAINTAINING PROPER COOPERATION BETWEEN EMPLOYER AND UNION. IT IS
NOT THE INTENT OF THIS SECTION TO PRECLUDE MEETINGS OF AN URGENT
NATURE ON A TIMELY BASIS OR DISCUSSIONS BETWEEN THE APPROPRIATE
UNION REPRESENTATIVES AND MANAGEMENT REPRESENTATIVES FOR THE
PURPOSE OF RESOLVING A SPECIFIC PROBLEM IN CONNECTION WITH THE
APPLICATION OF THIS AGREEMENT AFFECTING AN EMPLOYEE OR EMPLOYEES
IN THE UNIT.

SECTION 3: WHEN FORMAL MEETINGS ARE HELD BETWEEN REPRESENTATIVES
OF THE UNION AND REPRESENTATIVES OF THE EMPLOYER, A MUTUAL
AGREEMENT MAY BE MADE AS TO WHETHER OR NOT A FORMAL RECORD WILL
BE PREPARED. THE EMPLOYER WILL ARRANGE FOR THE PREPARATION OF
SUCH RECORD WHICH WILL BE MADE AVAILABLE WITHIN FIVE (5) DAYS TO
THE REPRESENTATIVES OF THE UNION FOR REVIEW. THE UNION WILL BE
FURNISHED WITH A COPY OF THE FINAL DRAFT.

SECTION 4: INTERNAL UNION MANAGEMENT AND ACTIVITIES WILL BE
CONDUCTED DURING NON-DUTY HOURS.

SECTION 5: THE PRIMARY POINTS OF CONTACT BETWEEN THE UNION AND
THE EMPLOYER FOR THE PURPOSE OF DISCUSSING QUESTIONS AND ISSUES
THAT MAY ARISE CONCERNING THE GENERAL ADMINISTRATION OR
INTERPRETATION OF THIS AGREEMENT SHALL BE:

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- a. FOR THE UNION:
(1) THE PRESIDENT; OR
(2) THE PRESIDENT'S AUTHORIZED REPRESENTATIVE
- b. FOR THE EMPLOYER:
(1) THE DIRECTOR OF THE HUMAN RESOURCE OFFICE; OR
(2) THE DIRECTOR'S DESIGNATED REPRESENTATIVE

SECTION 6: THE EMPLOYER AGREES TO FURNISH THE UNION WITH A LIST OF ALL ACCESSIONS AND SEPARATIONS ON A MONTHLY BASIS.

SECTION 7: THE EMPLOYER SHALL PROVIDE THE UNION AN OFFICE WITH FURNITURE TO CONDUCT BUSINESS. THE UNION WILL BE RESPONSIBLE FOR ALL MAINTENANCE, AND TELEPHONE COSTS.

SECTION 8: THE PARTIES AGREE THAT QUARTERLY MEETINGS WILL BE HELD BETWEEN THE COMMANDING OFFICER OR HIS DESIGNEES, AND THE UNION PRESIDENT OR HIS DESIGNEES FOR DISCUSSION OF LABOR/MANAGEMENT RELATIONS WITH A PRESCRIBED AGENDA.

SECTION 9: UNION REPRESENTATIVES HAVE THE RIGHT TO PRESENT THE VIEWS OF THE UNION TO THE EMPLOYER WITHOUT FEAR OF PENALTY OR REPRISAL WHILE ACTING IN AN OFFICIAL CAPACITY FOR THE UNION.

SECTION 10: THE UNION AGREES TO NOTIFY THE HUMAN RESOURCES OFFICE OF PROBLEMS PRIOR TO FILING AN UNFAIR LABOR PRACTICE CHARGE. THE EMPLOYER AGREES TO PROVIDE INPUT ON SUCH MATTERS IN A TIMELY MANNER SO THE UNION CAN KEEP ANY WINDOW OF TIME WHICH MAY BE REQUIRED FOR CONTINUANCE OF SUCH CHARGES.

ARTICLE 5

MATTERS SUBJECT TO DISCUSSION AND NEGOTIATION

SECTION 1: MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION BETWEEN THE PARTIES ARE PERSONNEL POLICIES AND PRACTICES AND MATTERS AFFECTING WORKING CONDITIONS OF EMPLOYEES IN THE UNIT AS PROVIDED BY STATUTE.

SECTION 2: BEFORE ISSUING OR MODIFYING ACTIVITY INSTRUCTIONS OR NOTICES CONCERNING PERSONNEL POLICIES AND PRACTICES AFFECTING WORKING CONDITIONS, THE EMPLOYER WILL NOTIFY THE UNION PRESIDENT, IN WRITING, OR HIS/HER DESIGNATE AND PROVIDE FOR A DISCUSSION BETWEEN THE PARTIES. THE UNION MAY, WITHIN FIFTEEN (15) CALENDAR DAYS, REQUEST TO NEGOTIATE OR MAY FURNISH WRITTEN OR VERBAL COMMENTS ON MATTERS SUBMITTED TO THE EMPLOYER. COMMENTS SUBMITTED IN PLACE OF A REQUEST TO NEGOTIATE WILL BE DULY CONSIDERED BY THE EMPLOYER. THE EMPLOYER AGREES THAT THIS ARTICLE DOES NOT WAIVE ANY UNION BARGAINING RIGHTS UNDER THE LAW AS PROVIDED BY STATUTE.

ARTICLE 6

OFFICIAL TIME

SECTION 1: THE EMPLOYER AGREES TO RECOGNIZE UNION OFFICERS AND AN ADEQUATE NUMBER OF UNION STEWARDS DULY AUTHORIZED BY THE UNION. THE UNION AGREES TO FURNISH THE EMPLOYER A LIST OF EMPLOYEES DESIGNATED TO SERVE AS UNION REPRESENTATIVES; SUCH A LIST WILL ALSO INCLUDE OFFICIAL DUTY ASSIGNMENTS OF EACH UNION REPRESENTATIVE AND APPROPRIATE TELEPHONE EXTENSIONS. THE UNION FURTHER AGREES TO UPDATE THIS LISTING AS APPLICABLE IN A TIMELY MANNER.

SECTION 2: THE NUMBER OF STEWARDS SHALL BE THE ADEQUATE NUMBER REQUIRED IN ORDER TO ASSURE THAT EACH EMPLOYEE IN THE UNIT HAS READY ACCESS TO A STEWARD ON HIS OR HER WORK SHIFT AND LOCATION. IN THE ABSENCE OF A STEWARD, A STEWARD FROM ANOTHER AREA MAY BE NAMED BY THE CHIEF STEWARD TO SERVE. ONLY ONE STEWARD WILL BE ASSIGNED PER ISSUE.

SECTION 3: OFFICIALS OF THE UNION SHALL BE GRANTED REASONABLE TIME DURING WORKING HOURS TO INVESTIGATE COMPLAINTS AND GRIEVANCES IN ORDER TO BRING ABOUT PROMPT AND EXPEDITIOUS DISPOSITION. OFFICIALS OF THE UNION WILL SECURE PERMISSION FROM THEIR IMMEDIATE SUPERVISOR IN ADVANCE OF PERFORMING THESE DUTIES IN SUCH INSTANCES. APPROVAL TO STOP WORK WILL BE GRANTED PROMPTLY IN THE ABSENCE OF COMPELLING CIRCUMSTANCES. IF CIRCUMSTANCES ARISE THAT PREVENT THE APPROVAL TO STOP WORK, THE EMPLOYER SHALL, PRIOR TO ENTERING A WORK AREA UNDER THE CONTROL OF ANOTHER SUPERVISOR, CONTACT THE SUPERVISOR AND OBTAIN PERMISSION TO CONSULT WITH THE EMPLOYEE. THE UNION REPRESENTATIVE SHALL CAREFULLY GUARD AGAINST THE USE OF EXCESSIVE TIME. UPON COMPLETION OF THEIR INVESTIGATION, THE UNION REPRESENTATIVE WILL NOTIFY THEIR IMMEDIATE SUPERVISOR OF HIS OR HER RETURN TO WORK. UNION REPRESENTATIVES SHALL SUFFER NO LOSS TO PAY OR ANNUAL LEAVE WHILE PERFORMING THESE DUTIES.

SECTION 4: THE UNION SHALL HAVE THE RIGHT TO BE REPRESENTED AT DISCUSSIONS BETWEEN THE EMPLOYER AND EMPLOYEES CONCERNING GRIEVANCES AND TO MAKE ITS VIEWS KNOWN. THIS RIGHT TO BE PRESENT SHALL NOT EXTEND TO INFORMAL DISCUSSIONS WITH THE EMPLOYEE.

SECTION 5: THE UNION WILL HAVE THE RIGHT AT ANY STAGE OF THE FORMAL GRIEVANCE OR PROPOSED ADVERSE ACTION OR APPEAL TO DISCUSS THE MATTER WITH THE EMPLOYER.

SECTION 6: THE EMPLOYER AGREES TO ALLOW UNION REPRESENTATIVES TO ATTEND TRAINING SESSIONS OF A MUTUAL BENEFIT TO THE EMPLOYER AND

THE UNION IN A DUTY STATUS; CUMULATIVE TOTAL NOT TO EXCEED 120 HOURS PER CALENDAR YEAR.

ARTICLE 7

HOURS OF WORK

SECTION 1: THE EMPLOYER AGREES TO PROVIDE THE FOLLOWING:

a. THE ADMINISTRATIVE WORK WEEK SHALL BE SEVEN (7) CONSECUTIVE DAYS, SUNDAY THROUGH SATURDAY. THE BASIC WORK WEEK SHALL BE SCHEDULED ON FIVE (5) DAYS AND THE TWO (2) DAYS OUTSIDE THE BASIC WORK WEEK SHALL BE CONSECUTIVE.

b. THE BASIC NON-OVERTIME WORKDAY SHALL NOT EXCEED EIGHT (8) PAID HOURS.

c. THE OCCURRENCE OF A HOLIDAY SHALL NOT AFFECT THE DESIGNATION OF THE BASIC WORK WEEK.

d. BREAKS IN WORKING HOURS OF MORE THAN ONE (1) HOUR SHALL NOT BE SCHEDULED IN ANY BASIC WORKDAY (SPLIT SHIFT).

e. THE WORKDAY WILL BE A PERIOD OF EIGHT (8) HOURS WORKED WITHIN EIGHT AND ONE HALF (8 1/2) HOURS WITH A THIRTY MINUTE (30) NONPAID LUNCH PERIOD. IF AN EMPLOYEE CANNOT BE RELEASED FOR LUNCH WITHIN ONE (1) HOUR OF HIS/HER NORMAL LUNCH PERIOD, HE/SHE SHALL BE PAID THIRTY (30) MINUTES OVERTIME.

SECTION 2: DESIGNATED SMOKE BREAKS SHALL BE ALLOWED FOR TWO PERIODS OF FIVE (5) MINUTES IN THE MORNING AND TWO PERIODS OF FIVE (5) MINUTES IN THE AFTERNOON. SMOKING SHIELDS FOR SMOKERS SHALL BE PROVIDED WITHIN THE VICINITY OF WORK AREAS WHERE SMOKERS ARE EMPLOYED. THE SMOKER SHALL BE PROVIDED OPPORTUNITIES TO STOP SMOKING THROUGH CONCERNED EFFORTS NOW AVAILABLE. E.G., HYPNOTISM, NON-SMOKING PROGRAMS, ETC. HOWEVER, THE COST FOR SUCH PROGRAMS WILL NOT NECESSARILY BE PAID BY THE GOVERNMENT.

SECTION 3: ASSIGNMENTS TO TOURS OF DUTY SHALL BE SCHEDULED WHEN THE SUPERVISOR KNOWS (IN ADVANCE OF THE ADMINISTRATIVE WORKWEEK) THAT THE DAYS AND HOURS AN EMPLOYEE IS ACTUALLY REQUIRED IN THE ENSUING WORKWEEK ARE DIFFERENT FROM THE EXISTING WORK SCHEDULE.

SECTION 4: THE EMPLOYER SHALL NOTIFY THE UNION REGARDING PROPOSED CHANGES TO HOURS OF WORK 5 CALENDAR DAYS PRIOR TO THE CHANGE. THE UNION MAY, WITHIN THREE (3) CALENDAR DAYS, REQUEST TO NEGOTIATE OR FURNISH COMMENTS. COMMENTS SUBMITTED IN PLACE OF A REQUEST TO NEGOTIATE WILL BE DOLY CONSIDERED.

ARTICLE 8

OVERTIME

SECTION 1: A SYSTEM SHALL BE ESTABLISHED WHEREBY QUALIFIED EMPLOYEES REPORTING TO A SINGLE SUPERVISOR WITHIN A SECTION OR ORGANIZATIONAL UNIT WILL BE GIVEN THE OPPORTUNITY TO PARTICIPATE IN OVERTIME WORK ASSIGNMENTS ON AN EQUITABLE BASIS, AND IN ACCORDANCE WITH THEIR PARTICULAR SKILLS. THE STEWARD MAY CONSULT WITH THE SUPERVISOR CONCERNING THE ASSIGNMENTS OF OVERTIME IN AN EFFORT TO KEEP THE OVERTIME WORK ASSIGNED EQUAL AMONG ALL EMPLOYEES. AN OVERTIME ROSTER AND RECORD SHALL BE MAINTAINED BY THE SUPERVISOR AND CAN BE REVIEWED BY THE UNION STEWARD WHEN THE STEWARD RECEIVES VIABLE COMPLAINTS FROM MEMBERS OF THE BARGAINING UNIT.

SECTION 2: MANAGERS AND SUPERVISORS SHALL NOT ASSIGN OVERTIME TO EMPLOYEES AS A REWARD OR PENALTY.

SECTION 3: THE EMPLOYER AGREES TO PROVIDE AN EMPLOYEE WITH AS MUCH NOTICE AS POSSIBLE THAT OVERTIME IS REQUIRED. THE ADVANCE NOTICE ALSO APPLIES FOR WORK TO BE PERFORMED ON A HOLIDAY.

SECTION 4: IF AN EMPLOYEE REQUESTS COMPENSATORY TIME IN LIEU OF OVERTIME PAY, THE WRITTEN REQUEST SHALL BE MADE PRIOR TO PERFORMANCE OF OVERTIME WORK.

SECTION 5: OVERTIME WORK PERFORMED SHALL BE PAID IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS.

ARTICLE 9

PROMOTION

SECTION 1: THE EMPLOYER AND THE UNION AGREE THAT IT IS IN THE BEST INTEREST OF THE GOVERNMENT TO STAFF THE ORGANIZATION WITH THE BEST QUALIFIED CANDIDATES AVAILABLE TO ENSURE HIGH QUALITY WORK AND MAXIMUM PRODUCTIVITY WHICH LEADS TO EFFECTIVE AND EFFICIENT MISSION ACCOMPLISHMENT. TO ACHIEVE THIS OBJECTIVE, THE EMPLOYER AND UNION AGREE TO ENCOURAGE EMPLOYEES TO PARTICIPATE IN SELF-DEVELOPMENT ACTIVITIES SO THAT THEY ARE WELL QUALIFIED FOR PROMOTIONAL OPPORTUNITIES.

SECTION 2: VACANCY ANNOUNCEMENTS WILL BE ADVERTISED FOR ALL POSITIONS WITHIN THE BARGAINING UNIT WHICH, BY PERTINENT RULES AND REGULATIONS, SHOULD BE ADVERTISED. SUCH POSITIONS WILL BE ADVERTISED FOR A PERIOD OF SEVEN (7) CALENDAR DAYS. DISTRIBUTION WILL BE MADE IN A TIMELY MANNER. THE EMPLOYER AGREES TO PROVIDE

THE UNION WITH A COPY OF EACH VACANCY ANNOUNCEMENT. DISTRIBUTION WILL BE MADE IN A TIMELY MANNER.

ARTICLE 10

DETAILS

SECTION 3: EMPLOYEES WHO ARE GOING TO BE ABSENT MAY SUBMIT AN APPLICATION SPECIFYING THE POSITIONS FOR WHICH THEY DESIRE CONSIDERATION DURING THEIR ABSENCE AND WILL BE AUTOMATICALLY CONSIDERED AS THESE VACANCIES OCCUR.

SECTION 4: IT IS INCUMBENT UPON THE EMPLOYEES OF THE BARGAINING UNIT TO PROVIDE THE HUMAN RESOURCES OFFICE WITH UP-TO-DATE COPIES OF THEIR SF-171 IF THEY CHOOSE TO BE CONSIDERED FOR ANNOUNCED POSITIONS.

SECTION 5: AN EMPLOYEE'S CUMULATIVE AMOUNT OF ANNUAL OR SICK LEAVE SHALL NOT BE A FACTOR IN CONSIDERATION FOR PROMOTION.

SECTION 6: EMPLOYEES DESIRING TO BE INFORMED OF THE RESULTS OF THEIR APPLICATION FOR AN ANNOUNCED VACANCY WILL, SUBMIT THE NONSELECTION FORM LETTER ATTACHED TO THEIR APPLICATION FOR THE POSITION. WHEN ACTION HAS BEEN FINALIZED, THE FORM LETTER WILL BE RETURNED TO THE EMPLOYEE INDICATING RESULTS OF THEIR APPLICATION. THE FORM LETTER WILL INCLUDE: AT THE MINIMUM, (1) WHETHER OR NOT THE EMPLOYEE WAS FOUND TO BE QUALIFIED, (2) WHETHER THE EMPLOYEE WAS IN THE GROUP FROM WHICH THE SELECTION WAS MADE, (3) THE NAME OF THE EMPLOYEE SELECTED.

SECTION 7: THE EMPLOYER WILL CONFER WITH THE UNION ON ANY CHANGES TO THE MERIT PROMOTION PLAN PRIOR TO CHANGE IMPLEMENTATION.

SECTION 8: SHOULD ANY QUESTIONS ARISE BETWEEN THE PARTIES CONCERNING THE IMPLEMENTATION, APPLICATION OR INTERPRETATION OF THE MERIT PROMOTION PLAN, REPRESENTATIVES OF BOTH PARTIES SHALL MEET IN GOOD FAITH TO RESOLVE THOSE MATTERS IN QUESTION.

SECTION 9: NOTHING IN THIS ARTICLE SHALL PRECLUDE MANAGEMENT FROM UTILIZING OTHER APPROPRIATE METHODS TO FILL A VACANCY, INCLUDING TRANSFER, REASSIGNMENT, REINSTATEMENT, CHANGE TO LOWER GRADE, REDUCTION-IN-FORCE, REPRODUCTION, OPM REGISTER, DELEGATED EXAMINING OR DIRECT HIRE AUTHORITIES, EXCEPTED SERVICE APPOINTMENT, ETC. ALL SUCH EFFORTS SHALL STRICTLY ADHERE TO APPROPRIATE EXISTING LAWS AND REGULATIONS.

SECTION 10: THE SELECTION FOR TEMPORARY PROMOTION NOT TO EXCEED ONE HUNDRED TWENTY (120) DAYS WILL BE MADE FROM AMONG QUALIFIED EMPLOYEES IN THE IMMEDIATE WORK AREA AND ON AN EQUIVARIABLE BASIS.

SECTION 11: THE AVAILABILITY OF CAREER COUNSELING WILL BE PUBLISHED QUARTERLY IN THE CIVILIAN NEWSLETTER.

SECTION 1: A DETAIL IS AN ASSIGNMENT, ON A TEMPORARY BASIS, OF AN EMPLOYEE TO PERFORM DUTIES NOT COVERED BY THE OFFICIAL DESCRIPTION OR DEFINITION OF HIS OR HER POSITION OR RATING, TO ANOTHER POSITION OR RATING FOR THE TEMPORARY PERIOD OF TIME AUTHORIZED BY THE FEDERAL PERSONNEL MANUAL. IT IS AGREED THAT DETAILS MAY BE USED TO MEET TEMPORARY NEEDS OF THE WORK PROGRAM OF THE ACTIVITY WHEN NECESSARY SERVICES CANNOT BE OBTAINED BY OTHER DESIRABLE OR PRACTICAL MEANS. TO THE MAXIMUM EXTENT FEASIBLE, DETAILS FROM THE NEXT LOWER GRADE WILL BE ROTATED AMONG EMPLOYEES IN THE UNIT.

SECTION 2: WHEN AN EMPLOYEE IS DETAILED TO ANY POSITION IN WHICH HE HAD NO PREVIOUS EXPERIENCE, THE EMPLOYER SHALL BE GIVEN A REASONABLE BREAK-IN PERIOD WITH AN EXPERIENCED EMPLOYEE.

SECTION 3: IT IS AGREED THAT NO DETAIL SHALL BE MADE TO EVADE THE PRINCIPLE OF RECRUITMENT THROUGH COMPETITIVE MEANS.

SECTION 4: RECORDS SHALL BE KEPT OF DETAILS TO HIGHER POSITIONS FOR THREE (3) WORKDAYS OR MORE SO EMPLOYEES MAY RECEIVE CREDIT TOWARD PERMANENT PROMOTIONS.

ARTICLE 11

CONTRACTING OUT AND USE OF MILITARY PERSONNEL

SECTION 1: THE EMPLOYER AGREES TO NOTIFY THE UNION AS SOON AS POSSIBLE OF PROPOSED CONTRACTING OUT ACTIONS WHICH MAY ADVERSELY AFFECT UNIT EMPLOYEES. THE UNION, FROM THE TIME OF NOTIFICATION, WILL HAVE FIFTEEN (15) DAYS TO FILE A WRITTEN PROTEST. THE EMPLOYER WILL CONSIDER THE PROTEST AND SHALL FURNISH THE UNION A WRITTEN DECISION. ALSO, THE UNION WILL HAVE THE OPPORTUNITY TO NEGOTIATE ARRANGEMENTS FOR EMPLOYEES ADVERSELY AFFECTED BY THE EMPLOYER'S CONTRACTING OUT ACTIONS.

SECTION 2: WHEN THE EMPLOYER DETERMINES THAT UNIT WORK WILL BE CONTRACTED, THE EMPLOYER WILL MEET AND CONFER WITH THE UNION CONCERNING THE IMPACT ON BARGAINING UNIT EMPLOYEES. IT IS AGREED THAT EXISTING VACANCIES WILL BE USED TO THE MAXIMUM EXTENT POSSIBLE TO PLACE AFFECTED EMPLOYEES. AN AFFECTED EMPLOYEE MUST BE QUALIFIED FOR A VACANT POSITION, AND MANAGEMENT RESERVES THE RIGHT TO DETERMINE WHETHER OR NOT TO FILL ANY EXISTING VACANCY.

SECTION 3: THE EMPLOYER AGREES TO NOTIFY THE UNION AS SOON AS POSSIBLE OF PROPOSED USE OF MILITARY PERSONNEL WHICH COULD RESULT IN REDUCTION-IN-FORCE OR DEMOTION. THE UNION SHALL BE GRANTED ALL PRIVILEGES ASSURED THEM IN SECTIONS 1 AND 2 OF THIS ARTICLE WHEN A PROPOSED USE OF MILITARY PERSONNEL WILL AFFECT EMPLOYEES.

ARTICLE 12

REDUCTION-IN-FORCE (RIF) AND RE-EMPLOYMENT

SECTION 1: THE EMPLOYER AGREES TO NOTIFY THE UNION SIXTY (60) DAYS PRIOR TO THE EFFECTIVE DATE OF ANY RIF AFFECTING UNIT EMPLOYEES. WITHIN TEN (10) WORK DAYS OF SAID NOTICE, THE PARTIES WILL MEET TO DISCUSS MUTUAL EFFORTS TO MINIMIZE THE IMPACT UPON UNIT EMPLOYEES. ALL SUCH RIF ACTIONS WILL STRICTLY ADHERE TO APPROPRIATE LAWS, FEDERAL REGULATIONS, AND NAVAL AIR STATION INSTRUCTIONS.

SECTION 2: IN THE EVENT OF A RIF, THE UNION SHALL HAVE THE RIGHT TO REVIEW RETENTION REGISTERS RELATIVE TO RIF ACTIONS AFFECTING UNIT EMPLOYEES AND WILL BE ALLOWED OFFICIAL TIME TO COUNSEL AND ASSIST SUCH EMPLOYEES.

SECTION 3: EXISTING VACANCIES WILL BE UTILIZED TO THE MAXIMUM EXTENT POSSIBLE TO PLACE EMPLOYEES IN COMPINING POSITIONS WHO OTHERWISE WOULD BE SEPARATED FROM THE EMPLOYER. AN AFFECTED EMPLOYEE MUST BE QUALIFIED FOR A VACANT POSITION AND MANAGEMENT RESERVES THE RIGHT TO DETERMINE WHETHER OR NOT TO FILL ANY EXISTING VACANCY.

SECTION 4: ANY CAREER CONDITIONAL EMPLOYEE WHO IS SEPARATED BECAUSE OF A RIF WILL BE PLACED ON THE RE-EMPLOYMENT PRIORITY LIST IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS, AND SUCH EMPLOYEES WILL BE GIVEN PREFERENCE FOR REHIRING IN TEMPORARY AND PERMANENT POSITIONS FOR WHICH SAID EMPLOYEE IS QUALIFIED. IT IS UNDERSTOOD THAT ACCEPTANCE OF A TEMPORARY APPOINTMENT WILL NOT ALTER THE EMPLOYEES RIGHT TO BE OFFERED PERMANENT EMPLOYMENT.

SECTION 5: IN THE EVENT OF A RIF, THE EMPLOYER WILL DETERMINE FROM THE APPROPRIATE STATE EMPLOYMENT SERVICE WHETHER ANY OF THE AFFECTED EMPLOYEES MAY BE ELIGIBLE FOR TRAINING AT GOVERNMENT EXPENSE. IF SO, THE EMPLOYER WILL INFORM EMPLOYEE(S) HOW TO APPLY FOR TRAINING.

SECTION 6: QUALIFICATION REQUIREMENTS MAY BE RAISED IN ASSIGNMENTS DURING A RIF WHEN THE EMPLOYER DETERMINES THAT THE EMPLOYEE HAS THE CAPACITY, ADAPTABILITY AND SPECIAL SKILLS NEEDED TO SATISFACTORILY PERFORM THE DUTIES AND RESPONSIBILITIES OF THE POSITION.

SECTION 7: RETENTION REGISTERS SHALL BE ESTABLISHED AND EMPLOYEES LISTED IN THE ORDER OF THEIR RETENTION STANDING.

ARTICLE 13

PERFORMANCE EVALUATIONS

SECTION 1: THE EMPLOYER AGREES THAT EMPLOYEE'S ANNUAL PERFORMANCE RATINGS WILL RESULT FROM APPLICATION OF STANDARDS OF PERFORMANCE AS APPLIED TO THE APPROPRIATE CRITICAL ELEMENTS OF THEIR POSITIONS. PERFORMANCE RATINGS WILL BE ACCOMPLISHED ANNUALLY. DISPUTES OVER APPRAISALS WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE.

SECTION 2: FOR THE PURPOSE OF THIS AGREEMENT, "CRITICAL ELEMENT" IS AN ELEMENT OF SUFFICIENT IMPORTANCE TO A POSITION THAT PERFORMANCE BELOW THE SATISFACTORY STANDARD REQUIRES REMEDIAL ACTION AND DENIAL OF A WITHIN-GRADE STEP INCREASE (WGI).

SECTION 3: AFTER A SUPERVISOR HAS DEFINED ELEMENTS AND STANDARDS, HE/SHE SHALL DISCUSS THEM WITH THE EMPLOYEE. SUCH STANDARDS WILL BE IN WRITING AND THE DEFINED ELEMENTS AND STANDARDS WILL BE GIVEN TO EMPLOYEES AT THE BEGINNING OF THE APPRAISAL YEAR.

SECTION 4: EMPLOYEES SHALL BE EVALUATED AND APPRAISED OF THEIR PERFORMANCE ON A CONTINUING BASIS THROUGHOUT THE ESTABLISHED ANNUAL RATING PERIOD. WHEN AN EMPLOYEE IS NOT MEETING SATISFACTORY PERFORMANCE STANDARDS, A DISCUSSION WILL BE HELD WITH WRITTEN NOTICE, BETWEEN THE APPRAISER, EMPLOYEE, AND THE EMPLOYEE'S DULY APPOINTED UNION REPRESENTATIVE. IF REQUESTED TO DETERMINE THE REASON(S) FOR AND THE EFFORTS AND/OR TRAINING NECESSARY TO IMPROVE THE EMPLOYEE'S PERFORMANCE.

SECTION 5: THE EMPLOYER JOINS THE UNION IN ENCOURAGING EMPLOYEES TO DISCUSS THEIR PERFORMANCE WITH THEIR RATING OFFICIALS THROUGHOUT THE ESTABLISHED ANNUAL RATING PERIOD FOR THE PURPOSE OF SEEKING AND OFFERING IDEAS FOR IMPROVEMENT IN EFFICIENCY AND PRODUCTIVITY.

SECTION 6: AN EMPLOYEE WHOSE WITHIN-GRADE INCREASE WILL BE WITHHELD SHALL BE NOTIFIED IN WRITING NO LATER THAN THIRTY (30) DAYS AFTER COMPLETING THE WAITING PERIOD, CITING IN DETAIL THE SPECIFIC REASONS FOR THE PROPOSED DENIAL AND THE IMPROVEMENTS THE EMPLOYEE MUST MAKE. EMPLOYERS AND THEIR REPRESENTATIVE WILL BE ALLOWED A SUFFICIENT AMOUNT OF OFFICIAL TIME TO REVIEW THE MATERIAL RELIED UPON TO MAKE THE DETERMINATION. EMPLOYEES MAY REQUEST RECONSIDERATION WITHIN FIFTEEN (15) WORKING DAYS AND SHALL BE GIVEN A WRITTEN DECISION WITHIN THIRTY (30) DAYS OF THE

REQUEST. IF THE DECISION IS TO GRANT THE WITHIN-GRADE INCREASE, IT SHALL BE RETROACTIVE. IF DENIED, EMPLOYEES MAY GRIEVE OR APPEAL THE DECISION, BUT NOT BOTH. AFTER A WGI HAS BEEN WITHHELD, IT MAY BE GRANTED AT ANYTIME THE EMPLOYEE DEMONSTRATES PERFORMANCE AT SATISFACTORY OR ABOVE FOR A CONSECUTIVE NINE PERIOD OF 120 WORKING DAYS.

SECTION 7: UNDER THE PROVISIONS OF SECTION 4302 OF THE ACT, THE EMPLOYER WILL:

- a. ASSIST EMPLOYEES IN IMPROVING UNACCEPTABLE PERFORMANCE; AND
- b. REASSIGN, REDUCE IN GRADE, OR REMOVE EMPLOYEES WHO CONTINUE TO HAVE UNACCEPTABLE PERFORMANCE AFTER AN OPPORTUNITY TO DEMONSTRATE ACCEPTABLE PERFORMANCE HAS BEEN AFFORDED THE EMPLOYEE.

SECTION 8:

IN THE EVENT THE EMPLOYER IS CONSIDERING THE REMOVAL OR A REDUCTION IN GRADE OF AN EMPLOYEE, THE REQUIREMENTS OF SECTION 4303 (a) AND (b) OF THE ACT MUST BE MET. IN LIEU OF PROCESSING UNDER CHAPTER 41, SUCH ACTION MAY BE INITIATED UNDER CHAPTER 75. THE REQUIREMENTS INCLUDE THE FOLLOWING:

- (1) THE EMPLOYEE MUST BE GIVEN A MINIMUM OF THIRTY (30) DAYS PRIOR NOTICE OF THE PROPOSED ACTION.
- (2) SPECIFIC INSTANCES OF UNACCEPTABLE PERFORMANCE PERFORMED.
- (3) CRITICAL ELEMENTS THAT HAVE BEEN UNACCEPTABLY REPRESENTATION, IF DESIRED, BY AN ATTORNEY OR OTHER DULY APPOINTED PERSON.
- (4) REASONABLE TIME TO RESPOND TO RESPOND ORALLY AND/OR IN WRITING.
- (5) A WRITTEN DECISION AT THE END OF THE NOTIFICATION PERIOD, SETTING FORTH SPECIFIC SUBSTANTIATION FOR THE ACTION TO BE TAKEN.
- (6) THE EMPLOYER MAY EXTEND THE SAID THIRTY (30) DAY NOTICE PERIOD BY AN ADDITIONAL THIRTY (30) DAYS.
- (7) IN THE EVENT THE EMPLOYER HAS MET THE FOREGOING REQUIREMENTS AND HAS DECIDED TO RETAIN, REDUCE-IN-GRADE OR REMOVE THE EMPLOYEE, THE REQUIREMENTS OF SECTION 4304 (c) MUST BE MET. THESE REQUIREMENTS INCLUDE THE FOLLOWING:
 - (1) THE DECISION SHALL BE MADE WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE NOTICE PERIOD.
 - (2) THE DECISION TO REDUCE IN GRADE OR REMOVE CAN ONLY BE BASED ON UNACCEPTABLE PERFORMANCE DURING THE ONE (1) YEAR PRIOR TO THE NOTIFICATION AND ALL REQUIREMENTS OF SECTION 4303 HAVE BEEN MET.

SECTION 9: UPON RECEIPT OF A FINAL DECISION FROM THE EMPLOYER, AN EMPLOYEE MAY APPEAL THE DECISION TO THE MERIT SYSTEM PROTECTION BOARD OR, AT THE OPTION OF THE AFFECTED EMPLOYEE, APPEAL THE DECISION AT STEP 3 OF THE NEGOTIATED GRIEVANCE

PROCEDURE IN ARTICLE 27 OF THIS AGREEMENT.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: THE EMPLOYER AND THE UNION AGREE TO COOPERATE IN PROVIDING EQUAL OPPORTUNITY IN EMPLOYMENT FOR ALL PERSONS, TO PROHIBIT DISCRIMINATION BECAUSE OF AGE, RACE, COLOR, RELIGION, NATIONAL ORIGIN OR HANDICAP, AND TO PROMOTE THE FULL REALIZATION OF EQUAL EMPLOYMENT OPPORTUNITY THROUGH A CONTINUING AFFIRMATIVE ACTION PROGRAM.

SECTION 2: THE EMPLOYER AGREES TO PROVIDE ALL EMPLOYEES WITH A COPY OF THE PROCEDURES FOR FILING DISCRIMINATION COMPLAINTS UPON THEIR REQUEST.

SECTION 1: THE EMPLOYER AGREES THAT EMPLOYEES WILL BE ADVISED OF THEIR RIGHTS TO PURSUE EEO DISCRIMINATION COMPLAINTS THROUGH EITHER THE NEGOTIATED GRIEVANCE PROCEDURE (ARTICLE 27) OR THROUGH THE STATUTORY PROCEDURE, BUT NOT BY BOTH. THE EMPLOYER WILL NOTIFY THE EMPLOYER IN WRITING OF HIS OR HER CHOICE OF PROCEDURE, WITH A COPY TO THE UNION.

ARTICLE 15

ALCOHOLISM AND DRUG ABUSE

SECTION 1: THE UNION AND THE EMPLOYER AGREE TO ACTIVELY ENCOURAGE ITS MEMBERS TO VOLUNTARILY PARTICIPATE IN THE ALCOHOL AND DRUG ABUSE PROGRAMS. UNION OFFICIALS AND STEWARDS WILL CONTINUALLY SUPPORT SUPERVISORS AND MANAGEMENT IN THE IDENTIFICATION AND TREATMENT OF INDIVIDUALS NEEDING HELP UNDER THESE PROGRAMS. PROGRAMS ARE DEFINED WITHIN CURRENT RULES AND REGULATIONS.

ARTICLE 16

HOLIDAYS

SECTION 1: ELIGIBLE EMPLOYEES SHALL BE ENTITLED TO ALL HOLIDAYS PRESCRIBED BY LAW AND ANY THAT MAY BE LATER ADDED BY LAW, AND ALL HOLIDAYS THAT MAY BE DESIGNATED BY EXECUTIVE ORDER.

SECTION 2: AN EMPLOYEE ASSIGNED TO WORK ON A HOLIDAY IS ENTITLED TO BE PAID HOLIDAY PAY FOR HOURS WORKED.

SECTION 3: ANY WORK ASSIGNMENTS FOR A HOLIDAY SHALL BE SCHEDULED TO GIVE AN EMPLOYEE TWO (2) WORKDAYS ADVANCE NOTICE WHENEVER POSSIBLE.

SECTION 4: IF THERE ARE INSUFFICIENT VOLUNTEERS FOR HOLIDAY WORK (ACTUAL HOLIDAY OR DAY OBSERVED), ASSIGNMENTS SHALL BE ROTATED IN REVERSE (LEAST SENIORITY ORDER), REGARDLESS OF WHETHER PREMIUM PAY OR OVERTIME IS INVOLVED. EMPLOYEES, WHETHER VOLUNTEERS OR FROM A SENIORITY LIST, MUST POSSESS THE NECESSARY QUALIFICATIONS TO PERFORM THE DUTIES OF THE POSITION REQUIRED WITHIN HOLIDAY HOURS ASSIGNED.

SECTION 5: AN EMPLOYEE WHOSE WORKWEEK IS OTHER THAN NORMAL HOURS SHALL RECEIVE HOLIDAY BENEFITS IN ACCORDANCE WITH 5 USC 6103.

ARTICLE 17

ANNUAL LEAVE

SECTION 1: THE EMPLOYER AGREES THAT DURING THE PERIOD OF 1 JANUARY THROUGH 31 MARCH ANNUAL LEAVE REQUESTS FOR VACATIONS OF NOT LESS THAN TWO (2) WEEKS DURATION WILL BE ACCEPTED FROM EMPLOYEES BY THE RESPECTIVE SUPERVISORS. THE EMPLOYEE WILL PREPARE AN SF-71 FOR REQUESTED LEAVE AND SUBMIT TO EMPLOYER.

SECTION 2: CHOICE OF LEAVE PERIODS FOR THE FIRST TWO (2) WEEKS WILL BE GOVERNED BY INDIVIDUAL SENIORITY (CIVIL SERVICE COMPUTATION DATE) FOR EACH GROUP OF EMPLOYEES REPORTING TO THE SAME SUPERVISOR. THEREAFTER, CHOICE OF AVAILABLE LEAVE PERIODS WILL NORMALLY BE ON A FIRST-COME, FIRST-SERVE BASIS; HOWEVER, IF TWO (2) OR MORE EMPLOYEES REQUEST IDENTICAL PERIODS (AND THEIR APPLICATIONS ARE DATED AND SUBMITTED IN THE SAME CALENDAR WEEK) AND IF THESE REQUESTS EXCEED THE AMOUNT OF LEAVE THE EMPLOYER CAN PROGRAM FOR THAT PERIOD, THE MATTER SHALL BE RESOLVED IN FAVOR OF THE SENIOR EMPLOYEE(S).

SECTION 3: ALL EMPLOYEES WILL BE GIVEN THE OPPORTUNITY TO TAKE ONE (1) TWO (2) WEEK PERIOD OF ANNUAL LEAVE DURING EACH LEAVE YEAR. ANY REQUEST FOR LEAVE RECEIVED AFTER 31 MARCH CAN ONLY BE CONSIDERED IN THE LIGHT OF THE ESTABLISHED LEAVE SCHEDULE. THE EMPLOYER SHALL MAKE EVERY ATTEMPT TO GRANT PREVIOUSLY SCHEDULED ANNUAL LEAVE WHEN AN EMPLOYEE IS REASSIGNED OR TRANSFERRED TO A DIFFERENT UNIT, SECTION, BRANCH, DIVISION OR DEPARTMENT.

SECTION 4: THE EMPLOYER AND THE EMPLOYEE SHALL INSURE THAT EARNED ANNUAL LEAVE FOR THE CURRENT CALENDAR YEAR WILL NOT BE FORFEITED BECAUSE OF FAILURE TO GRANT OR SCHEDULE ANNUAL LEAVE.

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SECTION 5: WHENEVER EMPLOYEES ARE REQUIRED TO TAKE ANNUAL LEAVE BECAUSE OF REDUCED WORK LOAD, EMPLOYEES WILL BE PLACED ON ANNUAL LEAVE IN REVERSE SENIORITY ORDER, PROVIDED NO SENIOR EMPLOYEE REQUESTS TO BE PLACED ON LEAVE.

SECTION 6: THE EMPLOYEE'S SUPERVISOR MAY APPROVE A CHANGE PROVIDED IT DOES NOT CONFLICT WITH ANOTHER EMPLOYEE'S CHOICE.

SECTION 7: WHEN UNFORESEEN CIRCUMSTANCES ARISE REQUIRING THE USE OF ANNUAL LEAVE NOT PREVIOUSLY REQUESTED OR APPROVED, THE EMPLOYEE WILL NOTIFY HIS/HER SUPERVISOR AS SOON AS POSSIBLE.

SECTION 8: EVERY REASONABLE ATTEMPT WILL BE MADE TO SATISFY EMPLOYEE'S ANNUAL LEAVE REQUESTS FOR BIRTHDAYS, RELIGIOUS HOLIDAYS, FUNERALS, WEDDINGS, AND FAMILY EMERGENCIES.

SECTION 9: THE EMPLOYER AGREES IN THE ABSENCE OF COMPELLING REASONS TO THE CONTRARY, TO GRANT A THIRTY (30) CONSECUTIVE CALENDAR DAY LEAVE WHEN AN EMPLOYEE DESIRES A SPECIAL VACATION OR CONSIDERATION FOR SPECIAL REASONS.

SECTION 10: THE EMPLOYER AGREES TO MAKE EVERY REASONABLE ATTEMPT TO GRANT ANNUAL LEAVE AS SOON AS POSSIBLE, AND IT IS FURTHER AGREED THAT LEAVE OF ONE (1) OR TWO (2) DAYS WILL BE REQUESTED BY EMPLOYEE AS SOON AS POSSIBLE AND ACTED ON BY EMPLOYER WITHIN THIRTY-FOUR (24) HOURS BEFORE REQUESTED LEAVE IN ORDER FOR AN EMPLOYEE TO MAKE PLANS AND ACCOMMODATIONS.

ARTICLE 18

SICK LEAVE

SECTION 1: PERIODS OF ABSENCE ON SICK LEAVE IN EXCESS OF THREE (3) WORKDAYS NOT TO EXCEED TEN (10) WORKDAYS MUST ORDINARILY BE SUPPORTED BY A MEDICAL CERTIFICATE. INSTEAD OF MEDICAL CERTIFICATE, THE EMPLOYEE'S SIGNED STATEMENT EXPLAINING THE NATURE OF THE ILLNESS WILL BE ACCEPTED WHEN IT IS UNREASONABLE TO REQUIRE A MEDICAL CERTIFICATE BECAUSE OF SHORTAGE OF PHYSICIANS, REMOTENESS OF LOCALITY, RELIGIOUS CONVICTIONS OR BECAUSE THE ILLNESS DOES NOT REQUIRE THE SERVICES OF A PHYSICIAN.

SECTION 2: EMPLOYEES WHO CANNOT REPORT TO WORK DUE TO ILLNESS WILL NOTIFY THEIR SUPERVISOR OR OTHER DESIGNATED PERSON WITHIN TWO (2) HOURS OF WORK START TIME.

SECTION 3: ADVANCED SICK LEAVE UP TO THE THIRTY (30) DAYS NORMALLY WILL BE GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:
a. THE ABSENCE FROM DUTY BECAUSE OF ILLNESS IS FOR A PERIOD OF FIVE (5) OR MORE CONSECUTIVE WORKDAYS.
b. THE APPLICATION FOR LEAVE (SF-71) IS SUPPORTED BY A

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MEDICAL CERTIFICATE CONTAINING A CLEAR AND COMPREHENSIVE EXPLANATION OF THE ILLNESS AND AN ESTIMATED RETURN TO WORK DATE.
C. THE CIRCUMSTANCES ARE SUCH THAT REPAIRMENT TO EMPLOYER OF THE ADVANCED LEAVE CAN REASONABLY BE EXPECTED.
D. THERE MUST BE REASONABLE ASSURANCE THAT THE EMPLOYEE WILL RETURN TO DUTY.

SECTION 4: ALL EMPLOYEES HAVING PERSONAL MEDICAL OR DENTAL APPOINTMENTS DURING THEIR WORK SHIFTS WILL TAKE SICK OR ANNUAL LEAVE FOR THE TIME THEY ARE ABSENT FROM THEIR JOB. SUCH LEAVE IS TO BE TAKEN EVEN IF THE APPOINTMENT IS LOCATED ON THE INSTALLATION. REQUESTS FOR SICK LEAVE FOR MEDICAL, DENTAL, AND OPTIONAL APPOINTMENTS WILL BE SUBMITTED AND APPROVED IN ADVANCE.

ARTICLE 19

LEAVE WITHOUT PAY (LMOP)

SECTION 1: EMPLOYEE WILL BE GRANTED LMOP AT THE DISCRETION OF THE EMPLOYER, IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS. A PERIOD OF LMOP PAY SHALL NOT EXCEED ONE (1) YEAR FOR EACH APPLICATION.

SECTION 2: THE EMPLOYER RECOGNIZES THE OBLIGATION TO RETURN AN EMPLOYEE TO DUTY AT THE EXPIRATION OF A PERIOD OF APPROVED LEAVE IN THE POSITION AND RATE OF PAY TO WHICH THE EMPLOYEE IS ENTITLED BY THE APPLICABLE REGULATIONS.

SECTION 3: THE EMPLOYER ALSO RECOGNIZES THE RIF PLACEMENT AND RETREAT RIGHTS OF ANY EMPLOYEE ON APPROVED LMOP IN SITUATIONS WHERE THE EMPLOYEE'S STATUS HAS BEEN AFFECTED BY RIF ACTION DURING THE PERIOD OF ABSENCE.

SECTION 4: EMPLOYEES IN AN APPROVED LMOP STATUS SHALL ACCRUE RIGHTS AND PRIVILEGES WITH RESPECT TO RETIREMENT, THE FEDERAL EMPLOYEE'S GROUP LIFE INSURANCE, AND THE FEDERAL EMPLOYEE'S HEALTH BENEFITS PROGRAMS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

ARTICLE 20

COURT LEAVE

SECTION 1: COURT LEAVE IS THE AUTHORIZED ABSENCE (WITHOUT LOSS OF OR REDUCTION IN PAY, LEAVE TO WHICH OTHERWISE ENTITLED, CREDIT FOR TIME OR SERVICE OR PERFORMANCE RATING) OF AN EMPLOYEE FROM WORK STATUS FOR JURY DUTY, OR FOR ATTENDING JUDICIAL PROCEEDINGS

IN A NONOFFICIAL CAPACITY AS A WITNESS ON BEHALF OF A STATE OR LOCAL GOVERNMENT OR WHEN A PARTY IS THE UNITED STATES, STATE OR TO COURT LEAVE. TEMPORARY AND PERMANENT EMPLOYEES ARE ENTITLED

SECTION 2: TO BE GRANTED COURT LEAVE AN EMPLOYEE MUST SUBMIT TO THEIR SUPERVISOR, WHO SHALL FORWARD THEM TO THE PAYROLL OFFICE, THE FOLLOWING DOCUMENTS:
A. SUMMONS FROM THE COURT.
B. SIGNED STATEMENT OF SERVICE WITH THE TIME SERVED INDICATED BY THE COURT.
C. AN APPROVED JURY DUTY LEAVE SLIP (SF-71).

SECTION 3: SUPERVISORS SHALL ENSURE THAT JURY SERVICE FEES LESS PER DIEM OR MILEAGE ARE FORWARDED TO THE PAYROLL OFFICE PROMPTLY. FAILURE TO PROVIDE SUCH IN FORTY-FIVE (45) DAYS MAY RESULT IN REVERSAL OF THE COURT LEAVE APPROVED.

SECTION 4: EMPLOYEES WHO ARE EXCUSED FROM JURY OR WITNESS SERVICE WITH THREE (3) OR MORE HOURS REMAINING IN THE WORKDAY SHALL RETURN TO WORK OR BE CHARGED ANNUAL LEAVE, PROVIDING A HARDSHIP IS NOT INCURRED. SUPERVISORS, ALONG WITH THE DIRECTION OF THE HUMAN RESOURCES OFFICE, SHALL DEAL WITH HARSHIPS ON A INDIVIDUAL BASIS.

ARTICLE 21

EMPLOYEE COMPENSATION

SECTION 1: IN ALL CASES OF INJURY, IT IS THE RESPONSIBILITY OF THE EMPLOYEE AND SUPERVISOR TO COMPLETE THE INITIAL INJURY REPORT FORM WITHIN THE MINIMUM TIME. PROMPT AMBULANCE SERVICE AND FIRST AID TO INJURED EMPLOYEES SHALL BE PROVIDED ON ALL SHIFTS.

SECTION 2: WHEN AN EMPLOYEE BECOMES ILL DUE TO AN OCCUPATIONAL DISEASE OR IS INJURED IN THE PERFORMANCE OF DUTY, THE EMPLOYEE WILL BE COUNSELED AS TO RIGHTS TO FILE FOR COMPENSATION BENEFITS AND THE BENEFITS WHICH ARE PAYABLE WHEN IT IS KNOWN THAT THE ABSENCE EXTENDS BEYOND THREE (3) WORKDAYS. EMPLOYEE SHALL BE ADVISED THAT COMPENSATION BENEFITS APPLY IN LIEU OF SICK LEAVE OR ANNUAL LEAVE. THE HUMAN RESOURCES OFFICE SHALL ALSO EMPLOYEES ABOUT RIGHTS AND BENEFITS TO WHICH THEY ARE ENTITLED. THE EMPLOYEE MAY BE ACCOMPANIED BY A UNION REPRESENTATIVE IF THE EMPLOYEE SO DESIRES.

SECTION 3: WHEN IT BECOMES KNOWN THAT AN ACCIDENT HAS RESULTED IN A DISABLING WORK INJURY, THE EMPLOYER AGREES TO NOTIFY THE AREA UNION STEWARD AS SOON AS POSSIBLE AFTER DETERMINATION HAS BEEN MADE THAT THE INJURY IS DISABLING.

ARTICLE 22

TRAINING

SECTION 1: WHENEVER THE EMPLOYER MAKES A DECISION TO CROSS-TRAIN EMPLOYEES IN JOB RELATED POSITIONS WITHIN THE UNIT, EACH EMPLOYEE IN THAT POSITION SHALL BE GIVEN EQUAL OPPORTUNITY TO APPLY AND BE CONSIDERED. TRAINING WHICH MAY LATER LEAD TO PROMOTION WILL BE OFFERED AS A TRAINING OPPORTUNITY UNDER THE MERIT PROMOTION PROGRAM.

SECTION 2: WITHIN THE LIMITS PRESCRIBED BY REGULATIONS AND IN KEEPING WITH STATION REQUIREMENTS, THE EMPLOYER AND UNION AGREE TO ENCOURAGE UTILIZATION OF TRAINING PROGRAMS OFFERED BY LOCAL PUBLIC AND PRIVATE INDUSTRIAL, VOCATIONAL, PROFESSIONAL LEARNING INSTITUTIONS.

SECTION 3: A RECORD OF COMPLETED TRAINING OF 8 HOURS OR MORE, SPONSORED BY OR THROUGH THE ACTIVITY, WILL BE MAINTAINED FOR EMPLOYEES BY THE EMPLOYER. IT WILL BE THE RESPONSIBILITY OF THE EMPLOYEE TO PROVIDE THE ACTIVITY WITH A RECORD OF TRAINING TAKEN AS SELF-DEVELOPMENT BY SENDING A TRANSCRIPT OF SUCH TRAINING TO THE HUMAN RESOURCES OFFICE FOR RECORD PURPOSES.

SECTION 4: THE EMPLOYER AGREES THAT TRAINING REQUIRED FOR THE EMPLOYEE'S CURRENT POSITION WILL NORMALLY BE GIVEN DURING WORKING HOURS. TRAINING WILL BE GIVEN TO THE EXTENT DETERMINED BY EXISTING RULES AND REGULATIONS.

SECTION 5: THE EMPLOYER AND THE UNION AGREE THAT ADEQUATE GOVERNMENT LODGING FACILITIES WILL BE USED IN ACCORDANCE WITH CURRENT JOINT TRAVEL REGULATIONS OR OFF-STATION TRAINING.

ARTICLE 23

HEALTH AND SAFETY

SECTION 1: THE EMPLOYER AGREES TO PROVIDE A SAFE AND HEALTHFUL PLACE FOR ALL EMPLOYEES AND SHALL COMPLY WITH APPLICABLE LAWS AND REGULATIONS RELATING TO THE HEALTH AND SAFETY OF ITS EMPLOYEES. ALL EMPLOYEES ARE RESPONSIBLE FOR PROMPT SUBMISSION OF UNSAFE/UNHEALTHY WORKING CONDITION REPORTS TO THEIR SUPERVISOR OR THE SAFETY OFFICE.

SECTION 2: THE EMPLOYER AND THE UNION WILL COOPERATE IN THE CONTINUING EFFORT TO ELIMINATE ACCIDENTS AND HEALTH HAZARDS.

SECTION 3: THE EMPLOYER WILL PROVIDE SAFETY DEVICES AND EQUIPMENT THAT THE EMPLOYER DEEMS NECESSARY. EMPLOYEES MUST USE

SUCH SAFETY DEVICES AND EQUIPMENT WHEN REQUIRED. EMPLOYEES WHOSE DUTIES REQUIRE THE WEARING OF PRESCRIPTION SAFETY GLASSES SHALL BE PROVIDED STANDARD ISSUE SAFETY GLASSES FROM PRISON INDUSTRIES OR SHALL HAVE THE OPTION TO LOCALLY PURCHASE PRESCRIPTION SAFETY GLASSES WHICH MEET THE REQUIREMENTS OF ANTI SAD. 287.1. MAXIMUM REIMBURSEMENT FOR LOCALLY PURCHASED PRESCRIPTION SAFETY GLASSES (FRAME, LENSES-SINGLE OR MULTIFOCAL, SIDE SHIELDS, PHOTOGRAPHY IF REQUIRED, AND CASE) WILL BE THE AVERAGE LISTED PRICE OF PRISON INDUSTRIES (UNICOR OPTICS). EMPLOYEES WHOSE DUTIES REQUIRE THE WEARING OF SAFETY SHOES SHALL BE PROVIDED STANDARD ISSUE SAFETY SHOES OR SHALL HAVE THE OPTION TO LOCALLY PURCHASE SAFETY SHOES WHICH MEET THE REQUIREMENTS OF ANTI SAD. 241.1 AND BE REIMBURSED TO THE COST OF THE STANDARD ISSUE STOCK FUND PRICE. EMPLOYEES UNABLE TO WEAR STANDARD ISSUE SAFETY SHOES DUE TO ORTHOPEDIC PROBLEMS MUST PRESENT AN ORTHOPEDIC SURGEON CERTIFICATION TO HIS/HER SUPERVISOR WHICH WILL BE PLACED IN HIS/HER MEDICAL RECORD. THE SUPERVISOR WILL OBTAIN CERTIFICATION FROM GROUND SAFETY AND INITIATE PROCUREMENT/REIMBURSEMENT ACTION FOR THE REQUIRED SAFETY SHOES AND/OR PRESCRIPTION SAFETY GLASSES.

SECTION 4: THE EMPLOYER IS RESPONSIBLE TO INSURE THAT NO EMPLOYEES WILL BE ALLOWED TO WORK IN A HAZARDOUS AREA NOR WITH HAZARDOUS MATERIALS BY THEMSELVES.

SECTION 5: THE EMPLOYER AGREES TO INVESTIGATE AND TO TAKE CORRECTIVE ACTION WHEN ANY EMPLOYEE, OR SUPERVISOR, COMMENTS OR REQUIRES ANOTHER EMPLOYEE TO COMMIT AN UNSAFE ACT OR WORK UNDER UNSAFE CONDITIONS.

SECTION 6: EACH SUPERVISOR WILL TAKE ACTION TO CORRECT ANY UNSAFE CONDITION OR ACTION WHICH IS REPORTED TO HIM/HER OR OBSERVED BY HIM/HER.

SECTION 7: THE EMPLOYER SHALL DIRECT ALL OPERATIONS, CIVILIAN INHABITED WORK OPERATIONS, TO CONDUCT SAFETY MEETINGS EVERY WEEK.

ARTICLE 24

WORK ENVIRONMENT

SECTION 1: IT IS MUTUALLY AGREED THAT ENVIRONMENT FACTORS IN WORK AND REST FACILITIES ARE AN ESSENTIAL PART IN EFFICIENT OPERATIONS. FURTHER, IT IS MUTUALLY AGREED THAT THESE FACILITIES SHOULD BE CLEAN, WELL LIGHTED, HEATED, VENTILATED AND FREE OF EXCESSIVE NOISE, AS IS CONSISTENT WITH THE TYPE OF WORK AREAS AND REST FACILITIES.

SECTION 2: THE EMPLOYER AGREES TO MAINTAIN AND PROVIDE WORK AND REST FACILITIES IN ACCORDANCE WITH APPLICABLE REGULATIONS FOR PURPOSES OF WHICH THE FACILITIES ARE TO BE UTILIZED.

ARTICLE 25

ADVERSE ACTIONS

SECTION 1: ADVERSE ACTIONS COVERED BY THIS ARTICLE ARE REMOVAL, SUSPENSION FOR MORE THAN FOURTEEN (14) DAYS, REDUCTION-IN-GRADE, REDUCTION-IN-PAY, AND FURLOUGH OF THIRTY (30) DAYS OR LESS.

SECTION 2: MANAGEMENT WILL PROVIDE AN EXTRA COPY OF THE PROPOSED ADVERSE ACTION TO THE EMPLOYEE.

SECTION 3: AN EMPLOYEE AGAINST WHOM AN APPEALABLE ADVERSE ACTION IS PROPOSED IS ENTITLED TO:

- a. THIRTY (30) DAYS ADVANCE WRITTEN NOTICE (UNLESS THERE IS REASONABLE CAUSE TO BELIEVE THE EMPLOYEE HAS COMMITTED A CRIME FOR WHICH A SENTENCE OF IMPRISONMENT MAY BE IMPOSED), STATING:
 - (1) THE SPECIFIC REASONS FOR THE PROPOSED ACTION;
 - (2) THE NAME AND TITLE OF THE OFFICIAL DESIGNATED TO HEAR AN ORAL REPLY AND/OR RECEIVE THE WRITTEN REPLY;
 - (3) THE NUMBER OF DAYS, BUT NO LESS THAN SEVEN (7) DAYS, THAT THE EMPLOYEE IS ALLOWED TO ANSWER ORALLY AND IN WRITING;

(4) THE RIGHT OF THE EMPLOYEE OR THE EMPLOYEE'S REPRESENTATIVE TO REVIEW THE MATERIAL WHICH IS RELIED UPON TO SUPPORT THE REASONS GIVEN IN THE NOTICE;

(5) IF APPROPRIATE, THE BASIS OF SELECTING A PARTICULAR EMPLOYEE FOR FURLOUGH, WHEN SOME BUT NOT ALL EMPLOYEES, IN A GIVEN COMPETITIVE LEVEL, ARE BEING FURLOUGHED, AND THE REASON FOR FURLOUGH.

b. A REASONABLE AMOUNT OF OFFICIAL TIME TO PREPARE THE MATERIAL RELIED UPON TO SUPPORT THE PROPOSAL AND TO PREPARE AN ANSWER AND TO SECURE AFFIDAVITS, IF THE EMPLOYEE IS OTHERWISE IN AN ACTIVE DUTY STATUS.

c. A REASONABLE AMOUNT OF TIME, BUT NOT LESS THAN SEVEN (7) WORK DAYS, TO ANSWER ORALLY AND IN WRITING AND TO FURNISH AFFIDAVITS AND OTHER DOCUMENTARY EVIDENCE IN SUPPORT OF THE ANSWER.

d. A WRITTEN DECISION AT THE EARLIEST PRACTICABLE DATE WHICH:

- (1) CONSIDERS ONLY THE REASONS SPECIFIED IN THE NOTICE OF PROPOSED ACTION;
- (2) SPECIFIES THE REASONS FOR THE DECISION;
- (3) CONSIDERS ANY ANSWERS OF THE EMPLOYEE AND/OR THE EMPLOYEE'S REPRESENTATIVE;
- (4) SPECIFIES THE EMPLOYEE'S RIGHT OF APPEAL;
- (5) PROVIDES THE TIME LIMITS FOR FILING AN APPEAL TO RSPA, THE ADDRESS OF THE APPROPRIATE BOARD OFFICE FOR FILING THE APPEAL, A COPY OF THE BOARD'S APPEAL FORM, OR NEGOTIATED GRIEVANCE PROCEDURE.

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(6) TO BE DELIVERED TO THE EMPLOYEE OR BEFORE THE EFFECTIVE DATE OF THE ACTION.

ARTICLE 26

DISCIPLINARY ACTIONS

SECTION 1: FOR THE PURPOSE OF THIS AGREEMENT, THE TERM 'DISCIPLINARY ACTIONS' MAY INCLUDE LETTERS OF REPRIMAND UP TO AND INCLUDING SUSPENSIONS OF NOT MORE THAN FOURTEEN (14) CALENDAR DAYS.

SECTION 2: THE EMPLOYER AGREES TO GRANT THE UNION AN OPPORTUNITY TO BE REPRESENTED AT ANY EXAMINATION OF AN EMPLOYEE IN THE UNIT BY A REPRESENTATIVE OF THE ACTIVITY IN CONNECTION WITH AN INVESTIGATION IF:

- a. THE EMPLOYEE REASONABLY BELIEVES THAT THE EXAMINATION MAY RESULT IN DISCIPLINARY ACTION AGAINST THE EMPLOYEE; AND
- b. THE EMPLOYEE REQUESTS REPRESENTATION.

SECTION 3: THE EMPLOYER AGREES THAT PRIOR TO THE TAKING OF A WRITTEN OR SWORN STATEMENT FROM AN EMPLOYEE FOR DISCIPLINARY ACTION, THE EMPLOYEE WILL BE INFORMED AT THAT TIME OF THEIR RIGHT TO REPRESENTATION.

ARTICLE 27

GRIEVANCE PROCEDURE

SECTION 1: THE PURPOSE OF THIS ARTICLE IS TO PROVIDE FOR A MUTUALLY ACCEPTABLE METHOD FOR THE PROMPT AND EQUITABLE SETTLEMENT OF GRIEVANCES. THIS ARTICLE PROVIDES THE EXCLUSIVE PROCEDURE AVAILABLE TO THE PARTIES AND EMPLOYEES IN THE BARGAINING UNIT FOR RESOLVING SUCH GRIEVANCES INCLUDING QUESTIONS OF GRIEVABILITY AND ARBITRABILITY. IN THE ARTICLE A 'GRIEVANCE' MEANS ANY COMPLAINT BY AN EMPLOYEE CONCERNING ANY MATTER RELATING TO THE EMPLOYMENT OF THE EMPLOYEE; BY THE UNION CONCERNING ANY MATTER RELATING TO THE EMPLOYMENT OF ANY EMPLOYEE; BY ANY EMPLOYEE, THE UNION, OR THE EMPLOYER CONCERNING:

- a. THE EFFECT OR INTERPRETATION, OR A CLAIM OF BREACH OF THIS AGREEMENT; OR
 - b. ANY CLAIMED VIOLATION, MISINTERPRETATION, OR MISAPPLICATION OF ANY LAW, RULE, OR REGULATION AFFECTING CONDITIONS OF EMPLOYMENT.
- c. THE FOLLOWING ARE EXCLUDED:
- (1) ANY CLAIMED VIOLATION RELATING TO PROHIBITED POLITICAL ACTIVITIES (SUBCHAPTER 73, TITLE 5, USC);

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- (2) RETIREMENT, LIFE INSURANCE, HEALTH INSURANCE;
- (3) A SUSPENSION OR REMOVAL FOR NATIONAL SECURITY REASONS (SECTION 7513, TITLE 5, USC);
- (4) ANY EXAMINATION, CERTIFICATION, APPOINTMENT;
- (5) THE CLASSIFICATION OF ANY POSITION WHICH DOES NOT RESULT IN THE REDUCTION-IN-GRADE OR PAY OF THE EMPLOYEE;
- (6) TERMINATION OF PROBATIONERS;
- (7) TERMINATION OF TEMPORARY EMPLOYEES UNDER PART 315 OF OPM REGULATIONS;
- (8) AN ACTION TERMINATING A TEMPORARY POSITION;

d. AN AGGRIEVED EMPLOYEE AFFECTED BY DISCRIMINATION OR ADVERSE ACTION(S) HAS THE OPTION TO RAISE THE MATTER UNDER ONE OF THE APPLICABLE STATUTORY PROCEDURES OR THIS NEGOTIATED GRIEVANCE PROCEDURE. AN EMPLOYEE WHO SELECTS THE NEGOTIATED GRIEVANCE PROCEDURE RETAINS THE RIGHT PURSUANT TO SECTION 7121 OF THE ACT, WHERE APPLICABLE, TO REQUEST THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) TO REVIEW A FINAL DECISION IN ANY MATTER INVOLVING A COMPLAINT OF DISCRIMINATION OF THE TYPE PROHIBITED BY ANY LAW ADMINISTERED BY THE COMMISSION.

SECTION 2: MOST GRIEVANCES ARISE FROM MISUNDERSTANDINGS OR DISPUTES WHICH CAN BE SETTLED PROMPTLY AND SATISFACTORILY ON AN INFORMAL BASIS AT THE IMMEDIATE SUPERVISORY LEVEL. THE EMPLOYER AND THE UNION AGREE THAT EVERY EFFORT WILL BE MADE TO SETTLE GRIEVANCES AT THE LOWEST POSSIBLE LEVEL. IN AS MUCH AS DISSENTS/FACIONS AND DISAGREEMENTS ARISE OCCASIONALLY AMONG PEOPLE IN ANY WORK SITUATION, THE FILING OF A GRIEVANCE SHALL NOT BE CONSTRUED AS REFLECTING UNFAVORABLY ON AN EMPLOYEE'S GOOD STANDING, HIS/HER PERFORMANCE, OR HIS/HER LOYALTY OR DESIRABILITY TO THE ORGANIZATION. REASONABLE TIME DURING WORKING HOURS WILL BE ALLOWED FOR EMPLOYEES AND UNION REPRESENTATIVES TO PROCESS AND PRESENT GRIEVANCES AND SHALL BE REQUESTED FROM THE APPROPRIATE SUPERVISOR(S).

SECTION 3: EMPLOYEES OF THE UNIT MAY PRESENT THEIR OWN GRIEVANCES TO THE EMPLOYER AND HAVE THEM ADJUSTED, AS LONG AS THE ADJUSTMENT IS NOT INCONSISTENT WITH THE TERMS OF THE AGREEMENT AND THE UNION HAS BEEN GIVEN AN OPPORTUNITY TO BE PRESENT AT ALL GRIEVANCE PROCEEDINGS.

SECTION 4: THE FOLLOWING PROCEDURE SHALL APPLY IN PROCESSING ALL GRIEVANCES UNDER THIS NEGOTIATED GRIEVANCE PROCEDURE, UNLESS MUTUALLY AGREED UPON:

STEP 1: IN ORDER THAT A GRIEVANCE MAY BE PROCESSED UNDER THIS PROCEDURE, IT MUST BE PRESENTED WITHIN TWENTY (20) CALENDAR DAYS AFTER THE ALLEGED VIOLATION OCCURRED; HOWEVER, WHERE THE GRIEVANT COULD NOT REASONABLY HAVE BEEN AWARE OF BEING AGGRIEVED, THIS TIME LIMIT MAY BE EXTENDED AS PROVIDED FOR IN SECTION 5 BELOW. THE EMPLOYEE, ACCOMPANIED BY HIS/HER UNION REPRESENTATIVE SHALL FIRST DISCUSS THE GRIEVANCE WITH HIS/HER IMMEDIATE SUPERVISOR.

HE/SHE WILL SPECIFICALLY STATE THE NATURE OF THE GRIEVANCE AND WHAT PROVISIONS IN THIS AGREEMENT (IF APPLICABLE) HAVE ALLEGEDLY BEEN VIOLATED AND THE CORRECTIVE ACTION DESIRED. THE SUPERVISOR WILL RENDER A VERBAL DECISION TO THE EMPLOYEE WITHIN FIVE (5) WORKDAYS OF THE DISCUSSION. IT IS EXPECTED THAT MOST GRIEVANCES WILL BE SETTLED AT THIS STEP. A WRITTEN SUMMARY OF THE DISCUSSION WILL BE MADE BY THE IMMEDIATE SUPERVISOR WITH A COPY TO THE UNION. IN THE EVENT THE DECISION OF HIS/HER IMMEDIATE SUPERVISOR IS UNACCEPTABLE, THE GRIEVANCE MAY BE SUBMITTED TO STEP 2 BY THE EMPLOYEE OR HIS/HER UNION STEWARD.

STEP 2: -THE GRIEVANCE WILL BE REDUCED TO WRITING AT THIS STEP AND SUBMITTED TO THE DIVISION HEAD NOT LATER THAN FIVE (5) WORKDAYS FOLLOWING RECEIPT OF THE DECISION AT STEP 1. THE GRIEVANCE MUST SPECIFICALLY STATE THE ACTION BEING GRIEVED, THE NATURE OF THE GRIEVANCE, AND THE SPECIFIC PROVISION OF THIS AGREEMENT (IF APPLICABLE) IN QUESTION, A SUMMARY OF THE ACTION TAKEN AT STEP 1, AND THE CORRECTIVE ACTION BEING SOUGHT. THE DIVISION HEAD SHALL MEET WITH THE EMPLOYEE AND UNION REPRESENTATIVE CONCERNED IN AN EFFORT TO REACH A SATISFACTORY SETTLEMENT AND RENDER HIS/HER DECISION, IN WRITING, NO LATER THAN FIVE (5) WORKDAYS FOLLOWING RECEIPT OF THE GRIEVANCE. IN THE EVENT THE DECISION AT THIS STEP IS UNACCEPTABLE, THE GRIEVANCE MAY BE SUBMITTED TO STEP 3, WITHIN FIVE (5) WORKDAYS, FOLLOWING RECEIPT OF THE DIVISION HEAD'S DECISION.

STEP 3: THE GRIEVANCE WILL BE SUBMITTED TO THE DEPARTMENT HEAD AT THIS STEP BY THE EMPLOYEE OR HIS/HER UNION REPRESENTATIVE. THE GRIEVANCE MUST BE IN WRITING, STATING THE SPECIFIC ACTION BEING GRIEVED, THE NATURE OF THE GRIEVANCE, THE PROVISION OF THIS AGREEMENT (IF APPLICABLE) IN QUESTION, A SUMMARY OF THE ACTIONS TAKEN AT STEPS 1 AND 2 AND THE CORRECTIVE ACTION BEING SOUGHT. THE DEPARTMENT HEAD SHALL MEET WITH THE EMPLOYEE AND UNION REPRESENTATIVE WITHIN FIVE (5) WORKDAYS AFTER THE MEETING. IN THE EVENT THE DECISION AT THIS STEP IS UNACCEPTABLE, THE GRIEVANCE MAY BE SUBMITTED TO STEP 4 WITHIN FIVE (5) WORKDAYS FOLLOWING RECEIPT OF THE DECISION.

STEP 4: THE APPEAL OF THE STEP 3 DECISION MAY BE SUBMITTED TO THE COMMANDING OFFICER BY THE EMPLOYEE OR THE UNION REPRESENTATIVE. THE GRIEVANCE WILL BE IN WRITING, STATING THE SPECIFIC ACTION BEING GRIEVED, THE NATURE OF THE GRIEVANCE, THE PROVISION OF THE AGREEMENT (IF APPLICABLE) IN QUESTION, A SUMMARY OF THE ACTIONS TAKEN AT STEPS 1, 2, AND 3 AND THE CORRECTIVE ACTION DESIRED. THE COMMANDING OFFICER MAY APPOINT A FACTFINDER TO CONDUCT AN INQUIRY INTO THE GRIEVANCE. THE COMMANDING OFFICER WILL MEET WITH THE EMPLOYEE AND HIS/HER UNION REPRESENTATIVE AND WILL RENDER A WRITTEN DECISION WITHIN FOURTEEN (14) WORKDAYS FOLLOWING RECEIPT OF THE GRIEVANCE. IF THE GRIEVANCE IS NOT SATISFACTORY SETTLED AT THE COMMANDING OFFICER'S LEVEL, IT MAY BE REFERRED TO ARBITRATION IN ACCORDANCE WITH ARTICLE 10.

SECTION 5: WHEN A SETTLEMENT IS OFFERED TO RESOLVE THE GRIEVANCE, AT ANY LEVEL, AND IS ACCEPTED BY THE EMPLOYEE, THE GRIEVANCE IS RESOLVED AND WILL NOT BE FORWARDED TO ANOTHER STEP IN THE GRIEVANCE PROCEDURE. THE MANAGEMENT OFFICIAL WILL PREPARE THE WRITTEN SETTLEMENT, WHICH WILL BE SIGNED BY THE EMPLOYEE AND THE MANAGEMENT OFFICIAL. IF THE SETTLEMENT IS NOT ACCEPTED BY THE EMPLOYEE, THE GRIEVANCE WILL BE MOVED TO THE NEXT STEP.

SECTION 6: ALL THE LIMITS SPECIFIED BY THE NEGOTIATED GRIEVANCE PROCEDURE CAN BE EXTENDED BY MUTUAL AGREEMENT AND SUCH AGREEMENT WILL NOT UNREASONABLY BE WITHHELD. REQUESTS FOR EXTENSION OF TIME LIMITS WILL BE SUBMITTED TO THE GRIEVANT, THE APPROPRIATE UNION REPRESENTATIVE, OR LABOR RELATIONS SPECIALIST. THE REASON(S) FOR DENIAL OF AN EXTENSION WILL BE PROVIDED IN WRITING. FAILURE OF MANAGEMENT TO RESPOND TO GRIEVANCES WITHIN THE TIME LIMIT AT STEP 1 WILL PERMIT THE GRIEVANCE TO BE REFERRED TO THE NEXT STEP OF THE GRIEVANCE PROCEDURE. ANY GRIEVANCE THAT IS NOT APPEALED TO STEP 2 OR 3 WITHIN THE STATED TIME LIMIT SHALL BE CONSIDERED CLOSED AND NOT SUBJECT TO FURTHER PROCESSING. FAILURE OF THE EMPLOYER TO RESPOND TO GRIEVANCES WITHIN THE TIME LIMIT DURING STEP 2 OR 3 OF THE FORMAL PROCEDURE WILL RESULT IN THE REMEDY BEING GRANTED.

SECTION 7: SHOULD ANY DISPUTE ARISE BETWEEN THE EMPLOYER AND THE UNION CONCERNING ANY GRIEVABLE ITEMS AS DEFINED IN SECTION 1 OF THIS ARTICLE, THE GRIEVANT WILL INFORM THE OTHER PARTY ORALLY OR IN WRITING OF SUCH DISPUTE WITHIN TWENTY (20) DAYS OF THE OCCURRENCE WHICH GAVE RISE TO THE GRIEVANCE OR TWENTY (20) DAYS AFTER THE GRIEVANT BECOMES AWARE OF THE EVENT OR OCCURRENCE PROMPTING THE COMPLAINT. THE PRESIDENT OF THE UNION AND THE COMMANDING OFFICER (OR THEIR DESIGNEES) WILL MEET WITHIN TEN (10) WORKDAYS OF SUCH NOTIFICATION AND MAKE AN EARNEST EFFORT TO RESOLVE THE MATTER THROUGH DISCUSSION. WITHIN TEN (10) WORKDAYS OF THE MEETING, THE RESPONDENT PARTY WILL RELAY, IN WRITING, TO THE GRIEVANT ITS POSITION CONCERNING THE DISPUTED ISSUE(S). IF, UPON RECEIPT OF THE RESPONDENT PARTY'S REPLY, THE MATTER REMAINS UNSOLVED, THE GRIEVANT MAY REFER THE DISPUTE TO ARBITRATION UNDER THE PROVISIONS OF ARTICLE 30. PRIOR TO SUBMISSION OF ANY SUCH DISPUTE TO ARBITRATION, THE PARTIES SHALL MEET IN AN ATTEMPT TO MUTUALLY AGREE ON THE ISSUE(S) TO BE SUBMITTED TO THE ARBITRATOR.

SECTION 8: SHOULD TWO OR MORE EMPLOYEES HAVE IDENTICAL GRIEVANCES (THE DISSATISFACTION EXPRESSED AND THE RELIEF REQUESTED ARE THE SAME), THE GRIEVANCE MAY BE JOINED AND PROCESSED AS ONE GRIEVANCE, WITH THE DECISION APPLICABLE TO ALL. IN SUCH CASES, THE EMPLOYER WILL REQUEST THE UNION TO SELECT ONE OF THE GRIEVANTS AS A REPRESENTATIVE FOR THE GROUP.

ARTICLE 28
ARBITRATION

SECTION 1: IF THE EMPLOYER AND THE UNION FAIL TO SETTLE ANY GRIEVANCE PROCESSED UNDER THE NEGOTIATED GRIEVANCE PROCEDURE OR SUCH GRIEVANCE, UPON WRITTEN REQUEST BY EITHER THE EMPLOYER OR THE UNION, WITHIN FIFTEEN (15) CALENDAR DAYS AFTER ISSUANCE OF THE FINAL DECISION, MAY BE SUBMITTED TO ARBITRATION.

SECTION 2: WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE OF THE REQUEST FOR ARBITRATION, EITHER PARTY SHALL REQUEST THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO PROVIDE A LIST OF SEVEN (7) IMPARTIAL PERSONS QUALIFIED TO ACT AS ARBITRATORS. THE PARTIES SHALL MEET WITHIN SEVEN (7) WORK DAYS AFTER THE RECEIPT OF SUCH LIST. IF THE PARTIES CANNOT MUTUALLY AGREE UPON ONE OF THE LISTED ARBITRATORS, THEN THE EMPLOYER AND THE UNION WILL EACH STRIKE ONE ARBITRATOR'S NAME FROM THE LIST OF SEVEN (7) AND WILL THEN REPEAT THIS PROCEDURE UNTIL ONE (1) PERSON REMAINS WHO SHALL BE THE DUTY SELECTED ARBITRATOR.

SECTION 3: WITHIN FIVE (5) WORKING DAYS OF THE SELECTION OF AN ARBITRATOR, TWO (2) REPRESENTATIVES OF THE UNION AND TWO (2) REPRESENTATIVES OF THE EMPLOYER WILL MEET TO DISCUSS AND ATTEMPT TO RESOLVE THE GRIEVANCE. IF THE PARTIES ARE UNABLE TO RESOLVE THE GRIEVANCE, THEY SHALL ATTEMPT TO AGREE UPON THE ISSUE(S), INCLUDING ANY QUESTION OF GRIEVABILITY/ARBITRABILITY. THE PARTIES WILL ATTEMPT TO RESOLVE ALL MATTERS OF STEPLADEN AND JOINT SUBMISSION.

SECTION 4: THE ARBITRATOR'S FEE AND EXPENSES OF THE ARBITRATION, IF ANY, SHALL BE BORNE EQUALLY BY THE EMPLOYER AND THE UNION. THE ARBITRATION HEARING WILL BE HELD ON THE EMPLOYER'S PREMISES DURING THE REGULAR DAY SHIFT HOURS OF THE BASIC WORK WEEK. ALL PARTICIPANTS IN THE HEARING SHALL BE IN A DUTY STATUS.

SECTION 5: THE ARBITRATOR WILL BE REQUESTED TO RENDER HIS/HER DECISION AS QUICKLY AS POSSIBLE, BUT IN ANY EVENT NOT LATER THAN THIRTY (30) DAYS AFTER THE CONCLUSION OF THE HEARING, UNLESS THE PARTIES MUTUALLY AGREE TO EXTEND THE TIME LIMIT.

SECTION 6: THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES CONCERNED. EXCEPTIONS TO THE AWARD MAY BE FILED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF FLMA.

SECTION 7: EXCEPT AS MUTUALLY AGREED BY THE PARTIES, ARBITRATION UNDER THIS ARTICLE WILL BE CONDUCTED AS ORAL PROCEEDINGS WITH NO VERBATIM TRANSCRIPTS AND NO FILING OF BRIEFS.

ARTICLE 29

DUES WITHHOLDING

SECTION 1: THE EMPLOYER SHALL DEDUCT EMPLOYEE ORGANIZATION DUES FROM THE PAY OF ALL EMPLOYEES WHO VOLUNTARILY AUTHORIZE SUCH DEDUCTIONS AND ARE EMPLOYED WITHIN THE APPROPRIATE UNIT AS DEFINED IN ARTICLE 1.

SECTION 2: EMPLOYEE ORGANIZATION DUES (THE REGULAR, PERIODIC AMOUNTS REQUIRED TO MAINTAIN AN EMPLOYEE IN GOOD STANDING IN THE EMPLOYEE ORGANIZATION) SHALL BE DEDUCTED BY THE EMPLOYER FROM AN EMPLOYEE'S PAY EACH BI-WEEKLY PAY PERIOD WHEN THE FOLLOWING CONDITIONS HAVE BEEN MET:

a. THE EMPLOYEE EITHER IS A MEMBER IN GOOD STANDING OF THE EMPLOYEE ORGANIZATION, AS DETERMINED BY THE EMPLOYEE ORGANIZATION, OR HAS SIGNED UP FOR MEMBERSHIP IN THE EMPLOYEE ORGANIZATION SUBJECT TO THE PAYMENT OF FIRST MONTH'S DUES THROUGH VOLUNTARY ALLOTMENT AS PROVIDED HEREIN.

b. THE EMPLOYEE IS NOT A MEMBER OF ANOTHER EMPLOYEE ORGANIZATION FOR WHICH THE EMPLOYER IS WITHHOLDING EMPLOYEE ORGANIZATION DUES.

c. THE EMPLOYEE'S NET EARNINGS, AFTER ALL LEGAL AND REQUIRED DEDUCTIONS, ARE SUFFICIENT TO COVER THE ENTIRE AMOUNT OF THE ALLOTMENT. NO DEDUCTIONS SHALL BE MADE WHEN THE SALARY IS NOT SUFFICIENT TO COVER THE FULL WITHHOLDING, OR WHEN THE EMPLOYEE IS IN A NONPAY STATUS FOR THE ENTIRE PAY PERIOD.

d. THE PRESIDENT OR MEMBER OF EXECUTIVE COUNCIL OF THE EMPLOYEE ORGANIZATION, HAS COMPLETED AND SIGNED SECTION A OF SF-1187 ON BEHALF OF THE EMPLOYEE ORGANIZATION, AND THE EMPLOYEE HAS COMPLETED AND SIGNED THE APPROPRIATE PORTION THEREIN.

e. THE COMPLETED SF-1187 HAS BEEN RECEIVED FROM THE EMPLOYEE ORGANIZATION BY THE PAYROLL BRANCH OF THE EMPLOYER.

SECTION 3: THE UNION SHALL EDUCATE ITS MEMBERS ON THE PROGRAM FOR ALLOTMENTS FOR PAYMENT OF DUES AND USES AND AVAILABILITY OF THE REQUIRED FORM. IT WILL ALSO INFORM ITS MEMBERS FULLY OF THE CONDITIONS GOVERNING REVOCATION OF ALLOTMENTS.

SECTION 4: THE UNION SHALL PURCHASE AND SUPPLY TO THE EMPLOYEES INVOLVED A SF-1187. THE EMPLOYEE ORGANIZATION SHALL BE RESPONSIBLE FOR THE DISTRIBUTION OF SUCH FORMS TO ITS MEMBERS FOR COMPLETION OF SECTION A THEREON, INCLUDING THE CERTIFICATION OF THE CURRENT AMOUNT OF THE UNION'S REGULAR DUES TO BE DEDUCTED EACH BI-WEEKLY PAY PERIOD. THREE (3) SAMPLE SIGNATURE CARDS OF THE PRESIDENT AND MEMBERS OF THE EXECUTIVE COUNCIL SHALL BE FURNISHED THE PAYROLL BRANCH OF THE EMPLOYER.

SECTION 5: DEDUCTION OF DUES FOR THE EMPLOYEE ORGANIZATION SHALL BEGIN WITH THE FIRST PAY PERIOD WHICH OCCURS AFTER RECEIPT OF SF-1187 BY THE PAYROLL BRANCH OF THE EMPLOYER.

SECTION 6: IT SHALL BE CONSIDERED THAT A MEMBER'S DUES HAVE BEEN PAID AS OF THE END OF THE PAY PERIOD FROM WHICH THE DEDUCTION IS MADE.

SECTION 7: THE AMOUNT OF THE EMPLOYEE ORGANIZATION DUES TO BE DEDUCTED EACH BI-WEEKLY PAY PERIOD ON BEHALF OF THE EMPLOYEE ORGANIZATION SHALL REMAIN AS ORIGINALLY CERTIFIED TO ON SUCH ALLOTMENT FORMS BY THE EMPLOYEE ORGANIZATION'S PRESIDENT OR MEMBER OF THE EXECUTIVE COUNCIL AND THE INDIVIDUAL EMPLOYEE, UNTIL A CHANGE IN THE AMOUNT OF SUCH DEDUCTION IS CERTIFIED TO BY THE PRESIDENT OR CHIEF STEWARD OF THE EMPLOYEE ORGANIZATION AND SUCH CERTIFICATION OF CHANGE IS RECEIVED IN THE PAYROLL BRANCH OF THE EMPLOYER.

SECTION 8: ANY SUCH CHANGE IN THE AMOUNT OF AN EMPLOYEE'S REGULAR DUES ALLOTMENT PER BI-WEEKLY PAY PERIOD SHALL BECOME EFFECTIVE WITH THE DEDUCTION MADE ON THE FIRST FULL PAY PERIOD AFTER RECEIPT OF THE NOTICE OF CHANGE BY THE PAYROLL BRANCH OF THE EMPLOYER, OR LATER DATE, IF REQUIRED BY THE EMPLOYEE ORGANIZATION. CHANGES IN THE AMOUNTS OF ANY EMPLOYEE ORGANIZATION DUES SHALL NOT BE MADE MORE FREQUENTLY THAN ONCE EACH TWELVE (12) MONTHS FOR EACH INDIVIDUAL MEMBER, AND A NEW EMPLOYEE AUTHORIZATION SHALL BE REQUIRED TO CHANGE, AMEND OR REINSTATE ANY PREVIOUS AUTHORIZATION.

SECTION 9: AN EMPLOYEE'S ALLOTMENT FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES SHALL BE TERMINATED WITH THE START OF THE FIRST PAY PERIOD FOLLOWING THE PAY PERIOD IN WHICH ANY OF THE FOLLOWING OCCUR:

a. LOSS OF ELIGIBILITY FOR RECOGNITION BY THE EMPLOYEE ORGANIZATION;

b. SEPARATION OF THE EMPLOYEE FOR ANY REASON, INCLUDING DEATH OR RETIREMENT;

c. RECEIPT BY THE PAYROLL BRANCH OF THE EMPLOYER OF WRITTEN NOTICE THAT THE EMPLOYEE HAS BEEN EXPELLED OR HAS CEASED TO BE A MEMBER IN GOOD STANDING OF THE EMPLOYEE ORGANIZATION.

SECTION 10: AN ALLOTMENT FOR THE DEDUCTION OF AN EMPLOYEE'S ORGANIZATION DUES MAY ALSO BE TERMINATED BY THE EMPLOYEE THROUGH SUBMISSION TO THE PAYROLL BRANCH OF THE EMPLOYER OF A SF-1188. A TERMINATION OF ALLOTMENT UNDER THIS SECTION SHALL BE EFFECTIVE WITH THE FIRST FULL PAY PERIOD FOLLOWING THE ANNIVERSARY DATE OF THE SF-1187, PROVIDED THE REVOCATION IS RECEIVED BY THE PAYROLL BRANCH OF THE EMPLOYER. UPON THE RECEIPT, IN DUPLICATE, OF ANY SUCH PROPERLY EXECUTED SF-1188 BY THE PAYROLL BRANCH OF THE EMPLOYER, THE PAYROLL BRANCH SHALL IMMEDIATELY TRANSMIT THE

DUPLICATE OF SUCH FORM TO THE PRESIDENT OF THE EMPLOYEE ORGANIZATION.

SECTION 11: THE EMPLOYEE ORGANIZATION, HAVING A MEMBER ON ALLOTMENT OF THEIR EMPLOYEE ORGANIZATION DUES, SHALL PROMPTLY NOTIFY THE PAYROLL BRANCH OF THE EMPLOYER IN WRITING WITHIN TEN

(10) CALENDAR DAYS WHEN ANY SUCH MEMBER OF THE EMPLOYEE ORGANIZATION IS EXPELLED, OR FOR ANY REASON CEASES TO BE A MEMBER IN GOOD STANDING.

SECTION 12: THE EMPLOYER AGREES TO RENDER THESE SERVICES AT NO COST TO THE EMPLOYEE ORGANIZATION.

SECTION 13: THE EMPLOYER SHALL TRANSMIT TO THE PRESIDENT OF THE EMPLOYEE ORGANIZATION WITHIN SEVEN (7) CALENDAR DAYS AFTER EACH PAY DAY, A LIST (ORIGINAL AND COPY) WHICH SHALL IDENTIFY THE EMPLOYEE ORGANIZATION AND SHALL CONTAIN THE NAME, PAY NUMBER AND AMOUNT DEDUCTED FROM EACH EMPLOYEE MEMBER, IN ALPHABETICAL ORDER. THIS LIST SHALL INCLUDE THE TOTAL MONETARY AMOUNT OF ALL SUCH ALLOTMENT DEDUCTIONS MADE FROM THE PAY OF MEMBERS OF THE EMPLOYEE ORGANIZATION, TOGETHER WITH THE NET AMOUNT FOR WHICH THE CHECK IS TO BE DRAWN BY THE EMPLOYER.

SECTION 14: THE EMPLOYER SHALL DRAW AND SUBMIT A CHECK REPRESENTING THE DUES DEDUCTION TO BE DIRECTED TO THE AFGE FIDUCIARY ACCOUNT, LOCAL 1201.

SECTION 15: THIS AGREEMENT FOR ALLOTMENTS OF EMPLOYEE ORGANIZATION DUES MAY BE AMENDED OR MODIFIED TO REFLECT CHANGES MADE IN THE REGULATIONS AND DIRECTIVES.

ARTICLE 10

PUBLICITY

SECTION 1: SUFFICIENT BULLETIN BOARDS WILL BE PROVIDED IN APPROPRIATE WORK AREAS FOR THE DISPLAY OF THE UNION LITERATURE, CORRESPONDENCE, NOTICES, ETC.

SECTION 2: THE EMPLOYER AGREES TO PERMIT DISTRIBUTION OF NOTICES AND CIRCULARS SPONSORED BY THE UNION SUBJECT TO REVIEW AND APPROVAL OF THE EMPLOYER.

SECTION 3: COPIES OF THIS AGREEMENT WILL BE FURNISHED TO ALL UNIT EMPLOYEES. THIRTY-FIVE (35) COPIES WILL ALSO BE FURNISHED TO THE UNION FOR ITS USE. THE COST OF PRINTING THIS AGREEMENT SHALL BE BORNE BY THE EMPLOYER.

SECTION 4: NEW EMPLOYEES AS PART OF THE ORIENTATION PROCESS, SHALL BE ADVISED OF THEIR UNRESTRAINED RIGHT TO JOIN OR REFRAIN FROM JOINING THE UNION. COPIES OF THIS AGREEMENT WILL ALSO BE GIVEN TO ALL NEW EMPLOYEES AT THE TIME OF THEIR ORIENTATION.

ARTICLE 11

DURATION AND EXECUTION OF LABOR AGREEMENT

SECTION 1: THIS AGREEMENT SHALL BECOME EFFECTIVE UPON APPROVAL BY THE SECRETARY OF THE NAVY. IF THE SECRETARY OF THE NAVY DOES NOT APPROVE OR DISAPPROVE THE AGREEMENT WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE THE AGREEMENT IS NEGOTIATED BY THE PARTIES, THE AGREEMENT WILL AUTOMATICALLY BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FROM THE DATE OF EXECUTION. THE AGREEMENT SHALL CONTINUE IN EFFECT FOR THREE (3) YEARS THEREAFTER.

SECTION 2: AT THE REQUEST OF EITHER PARTY AND WHEN MUTUALLY AGREED TO, SUPPLEMENTARY AGREEMENTS MAY BE NEGOTIATED BY THE NEGOTIATING COMMITTEE OF AFGE LOCAL 1201, WITH THE NAVY'S FALCON NEGOTIATING COMMITTEE NOT MORE THAN NINETY (90) NOR LESS THAN SIXTY (60) DAYS PRIOR TO FIRST ANNIVERSARY DATE. WHEN SUCH NOTICE IS GIVEN, THE PARTIES SHALL MEET FOR THE PURPOSE OF NEGOTIATING THE AMENDMENTS OR MODIFICATIONS NOT LATER THAN SIXTY (60) DAYS PRIOR TO THE FIRST ANNIVERSARY DATE. THEREAFTER, THEY WILL CONTINUE TO NEGOTIATE IN GOOD FAITH ON A REGULAR BASIS.

SECTION 3: IN ANY EVENT, THE PARTIES SHALL MEET FOR THE PURPOSE OF RENEGOTIATING A NEW AGREEMENT NOT LATER THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE; THEREAFTER, THEY WILL CONTINUE TO NEGOTIATE IN GOOD FAITH ON A REGULAR BASIS. SHOULD NEGOTIATIONS EXTEND PAST THE EXPIRATION DATE, THE PARTIES AGREE THAT THE CURRENT AGREEMENT SHALL REMAIN IN EFFECT FOR AN APPROPRIATE PERIOD OF TIME TO PERMIT CONCLUSION OF NEGOTIATION.

THE PARTIES HERETO BY THEIR AUTHORIZED REPRESENTATIVES HAVE
AGREED TO EXECUTE THIS AGREEMENT ON 11 DECEMBER 1981

FOR THE EMPLOYER:

[REDACTED]

COMMANDING OFFICER

FOR THE UNION:

[REDACTED]

PRESIDENT

APPROVED BY THE SECRETARY OF THE NAVY ON 06 JANUARY 1984 TO BE
EFFECTIVE ON 06 JANUARY 1984