

**NEGOTIATED AGREEMENT  
NAVAL AIR STATION LEMOORE**

**AMERICAN FEDERATION  
OF  
GOVERNMENT EMPLOYEES**

**JUSTICE  
FRATERNITY  
PROGRESS**

**AFGE LOCAL 2111  
LEMOORE, CA**

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## **PREAMBLE**

Pursuant to the provisions of the Civil Service Reform Act of 1978 (FL 95-454) governing labor management relations (Chapter 71 of Title 5 of the U.S. Code and Related Amendments to 5 USC 5593 (b) the Back Pay Act), hereinafter referred to as the statute, the following articles constitute an agreement by and between the Naval Air Station Lemoore hereinafter referred to as the Employer and the American Federation of Government Employees, Local 2111, an affiliate of the AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE 1**

### **RECOGNITION AND UNIT DEFINITION**

**SECTION 1.** The Employer recognizes the Union (American Federation of Government Employees, Local 2111), Naval Air Station, Lemoore, California as 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 with a regularly scheduled work week. Excluded from the Unit are all employees of the Fire Department; non-appropriated fund employees; Commissary Store employees and employees of all tenant activities. Also excluded are management officials, 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. The Employer recognizes the responsibility to ensure that no interference, restraint, coercion or discrimination is practiced within the Naval Air Station, Lemoore, California to encourage or discourage Union membership.

## **ARTICLE 2**

### **RIGHTS OF THE EMPLOYER**

**SECTION 1.** The Employer retains that 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 retain Unit employees in the Activity, or to suspend, remove, reduce in grade or pay or take disciplinary action against such employees.
- 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.
- c. With respect to filling positions, to make selections for appointments from:
  - (1) Among properly ranked and certified candidates for promotion; or
  - (2) Any other appropriate source.
- d. To take whatever actions may be necessary to carry out the activity mission during emergencies.
- e. To determine the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.

SECTION 2. Nothing in this articles 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.

### **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.

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.

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 physical handicap. 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 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.

### **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 appropriate other matters affecting working conditions of employees within 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 of 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 of review. The Union will be furnished with a copy of the final draft.

SECTION 4. In order to establish a distinction between its official and non official government activities, the Union's activities concerned with internal management such as membership meetings, campaigning for and nominating officers, conducting election for officers, and other internal functions will be conducted during non-duty hours of those employees so concerned.

SECTION 5. The primary points of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this Agreement shall be:

a. for the Union:

- (1) the President; or
- (2) the authorized representative.

b. for the Employer:

- (1) the Director of Civilian Personnel; or
- (2) the 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 Employers shall provide the Union an office and furniture to conduct business. Initially, a 2000 number (on-station) telephone will be provided for Union use. After the new telephone system is installed, the 2000 number will be changed to a 3000 number (off-station). Once the 3000 number is available, the Union will be responsible for Long Distance charges. The Employer will furnish Union representatives with a vehicle permit that will allow them to park in government vehicle reserved locations for use when conducting official Union business.

SECTION 8. The parties agree that quarterly meetings will be held between the Commanding Officer and his designees and the Union President and 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 the official capacity of a union representative.

SECTION 10. The Union agrees to notify Civilian Personnel of problems prior to filing an Unfair Labor Practice.

## **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 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 matter 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 the official duty assignment of each Union representative and appropriate telephone extensions. The Union further agrees to update this listing as applicable.

SECTION 2. The number of stewards shall be the minimum 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 at his/her work location. It is agreed that all work areas will be divided into a maximum of ten (10) districts. The districts may be revised periodically by mutual agreement. One (1) steward will be assigned to each district, except where it is mutually agreeable that additional stewards are required. In the absence of a steward, a steward from another district may be named by the Chief Steward to serve as a substitute.

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 instance. 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 recognizes that it may be necessary to extend deadlines for filing grievances, complaints, etc. The Union representative shall, prior to entering a work area under the control of another supervisor, contact the supervisor and obtain permission to consult with the employees. 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. The Union representative 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 Employer.

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:

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 ours 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 hours with a thirty-minute non-paid lunch period. If an employee cannot be released for lunch within one hour of his/her normal lunch period, he/she shall be paid 30 minutes overtime.

**SECTION 2.** Clean-up Time:

a. The Employer will provide time, consistent with the nature of the work performed, for the employees to change clothes at the beginning and end of the workday and to clean up prior to the lunch period and at the end of the workday. In the same manner, time will be allowed for employees to store, clean up and protect Government property, equipment and tools prior to the end of the workday. Extra time shall be worked out between the steward and supervisor if more time is needed for either personal or government property clean up in some areas.

b. If an employee is ordered to remain after the end of work shift to clean up their designated area, it will be on an overtime basis.

**SECTION 3.** In industrial and maintenance type operations, each shift will be allowed one (1) ten minute rest period during the middle of the first and last half of each shift.

**SECTION 4.** Assignments to tours of duty shall be scheduled when the supervisor knows (in advance of the administrative workweek) that the days and ours an employee is actually required in the ensuing workweek are different from the existing work schedule.

**SECTION 5.** The Employer shall notify the Union regarding proposed changes to hours of work. 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 duly 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 over tie work assignments on an equitable basis, in accordance with their particular skills. The shop steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among all employees. An overtime roster and record shall be maintained by the supervisor and can be reviewed by the steward.

**SECTION 2.** 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. The Employer agrees to provide three (3) days advance of notice of regular overtime work.

**SECTION 4.** Because of the isolation of this activity and the lack of public transportation, the members of carpools shall be given consideration. Every reasonable effort will be made to find an alternate worker in order not to detain carpool members if one of the carpool members is requested to work overtime following the eight (8) hour ordinary workday.

**SECTION 5.** Industrial and maintenance type employees who are required to work overtime after completion of a normal eight (8) hour shift shall be allowed a ten (10) minute paid rest break prior to commencement of overtime; thereafter, employees shall be allowed a fifteen (15) minute paid rest break in the middle of each additional four (4) hour overtime period worked. Employees who are required to work overtime not in conjunction with a normal eight (8) hour shift shall be allowed the paid rest break described in Article 7, Section 3 in the middle of each four (4) hour overtime period worked.

SECTION 6. If an employee requests compensatory time in lieu of overtime pay, the written request shall be made prior to performance of overtime.

SECTION 7. If an employee is required to work two (2) or more hours beyond regular workday, management shall make arrangements for the employee to obtain a meal and a meal for each subsequent four (4) hour interval of overtime.

SECTION 8. 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 lead 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. It is agreed that for positions in the bargaining unit vacancy announcements and listing will be advertised for a period of at least seven (7) calendar days to give employees an opportunity to bid for the job. The Employer agrees to provide the Union with a copy of each vacancy announcement and vacancy listing.

SECTION 3. For those positions in the bargaining unit for which a vacancy announcement or listing is published the minimum area of consideration will be employees of Naval Air Station Lemoore. 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. For short term absences, employees who are absent for bona fide reasons during an advertisement period will be allowed to file after the closing date if a selection has not been made.

SECTION 4. Employees will ensure that an up-to-date and complete SA-171 is on file in their Official Personnel File (OPF) for review by personnel and management officials as necessary in evaluating qualifications for vacant positions.

SECTION 5. An employee's accumulation or use of earned annual or sick leave shall not be a factor in rating for promotion.

SECTION 6. Employees desiring to be informed of the results of their application for an announced vacancy will submit the non selection 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 Employer will provide appropriate counseling and guidance to any employee rated ineligible or non selected for promotion. The form 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; and (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 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 in an effort to resolve the matter in question.

SECTION 9. At the initiative of the Employer, employee or the Union when a specific promotional question is raised, the action will be reviewed at a joint meeting. This group will be given access to the complete record of the action consistent with the Freedom of Information Act and Privacy Act.

SECTION 10. 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, re-promotion, OPM register, Delegated Examining or Direct Hire Authorities, excepted services appointment, etc.

SECTION 11. The selection for temporary promotion not to exceed one hundred-twenty (120) days will normally be made from among qualified employees in the immediate work area on an equitable basis.

SECTION 12. The availability of career counseling will be published quarterly in the Civilian Newsletter.

## **ARTICLE 10**

### **DETAILS**

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 in the unit is detailed to any position in which he had had no previous experience, this employee shall, if practicable, be given a reasonable break-in period with an experienced employees.

SECTION 3. It is agreed that no detail shall be made to evade the principle of recruitment through competitive examinations.

SECTION 4. If detailed to a higher level position for ten (10) or more workdays, the employee, if qualified, shall be temporarily promoted. Records shall be kept of details to higher positions for three (3) workdays or more so employees may receive credit toward permanent promotion.

## **ARTICLE 11**

### **WAGE SURVEYS**

SECTION 1. The Employer agrees time shall be granted to Union representatives to present their views, serve as committee members or act as data collectors on a wage survey and the time shall be charged to an appropriate job number.

## **ARTICLE 12**

### **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 the 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 employees 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 for proposed use of military personnel which could result in reduction-in-force or demotion for any unit employee. The Union shall be granted all

privileges assured tem in Sections 1 and 2 of this article when a proposed use of military personnel will affect employees.

### **ARTICLE 13**

#### **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 five (5) or more employees. Within ten (10) workdays of said notice, the parties will meet to discuss mutual efforts to minimize the impact upon Unit employees.

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 a reasonable amount of official time to counsel and assist such employees.

SECTION 3. Existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions who otherwise would be separated from the Employer. All RIF's will be carried out in strict compliance with applicable laws and regulations. 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 acceptances 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; and if so, the Employer will inform employee(s) how to apply for training.

SECTION 6. Qualification requirements may be waived 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 14**

#### **PERFORMANCE EVALUATION**

SECTION 1. The Employer agrees that employee's annual performance ratings will be the result to the application of Standards of Performance to the appropriate critical elements of their positions. Performance ratings will be done annually for employees. Disputes over appraisals will be resolved through the grievance procedures.

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 increase (WGI).

SECTION 3. After a supervisor has defined elements and standards, he/she shall discuss them with the employees. Such standards will be in writing and 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 establishing annual rating period. When an employee is not meeting satisfactory performance standards, a discussion will be held between the appraiser, the affected employee and the employee's 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 the improvement in efficiency and productivity. Employees who disagree with their appraiser with regard to the meaning of an element or standard may request a resolution from the reviewing official.

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. Employees and their representative will be allowed a reasonable amount of official time to review the material relied upon to make the determination. Employees may request reconsideration within fifteen (15) 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 sustained performance at satisfactory or above.

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.

SECTION 8.

a. IN the event the Employer is considering the removal or the reduction in grade of an employee, the requirements of Section 4303(a) and (b) (1) of the Act must be met. In lieu of processing under Chapter 43, 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.
- (3) Critical elements that have been unacceptably performed.
- (4) Representation, if desired, by an attorney or other person.
- (5) Reasonable time to respond orally and/or in writing.
- (6) A written decision at the end of the notification period, setting forth specific substantiation for the action to be taken.

b. The Employer may extend the said thirty (30) days notice period by an additional thirty (30) days.

c. 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 4303( 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 Systems Protection Board or, at the option of the affected employee, appeal the decision at Step 3 of the negotiated grievance procedure in Article 29 of this agreement.

## **ARTICLE 15**

### **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, sex, national origin or handicap; and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

SECTION 2. The Union may nominate one employee to serve on the EEO Committee. The Employer will provide the Union member with copies of all EEO plans which apply to employees of the Unit.

SECTION 3. The Employer agrees to provide all employees with a copy of the procedures for filing discrimination complaints upon their request.

SECTION 4. The Employer agrees that employees will be advised of their right to pursue EEO discrimination complaints through either the negotiated grievance procedure (Article 29) or through the statutory procedure, but not by both. The employee will notify the Employer in writing of his choice of procedure, with a copy to the Union.

## **ARTICLE 16**

### **ALCOHOLISM AND DRUG ABUSE**

SECTION 1. The Union and the Employer agree to actively encourage its members for voluntary participation in the Drug and Alcohol Abuse Programs for anyone that might need to benefit from such programs. Union officials and stewards will continually support supervisors and management in the identification and treatment of individuals needing help under these programs. The Alcohol and Drug Abuse Programs are described in NASLEMINST 12792.1 series, copies of which are available for review in departmental administrative offices and in the Civilian Personnel Department.

## **ARTICLE 17**

### **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 for at least two hours of holiday work.

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.

SECTION 5. An employee whose workweek is other than Monday through Friday shall receive holiday benefits in accordance with 5 USC 6103.

## **ARTICLE 18**

## **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 in triplicate, retaining the third copy and forwarding the original plus one copy to the supervisor. The Employer agrees to accept this leave request. The signed duplicate copy of the SA-71 shall be returned to the employee within five (5) days after the leave schedule has been established.

**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 and 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.

**SECTION 5.** Whenever employees are required to take annual leave because of reduced workload, 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 (but not later than two (2) hours after the beginning of the work shift).

**SECTION 8.** Every reasonable attempt will be made to satisfy employee's annual requests for birthdays, religious holidays, funerals, etc.

**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.

**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 acted on within twenty-four (24) hours before day(s) of requested leave in order for an employee to make plans and accommodations.

## **ARTICLE 19**

### **SICK LEAVE**

**SECTION 1.** A medical certificate will not be required to substantiate a request of approval of sick leave of three (3) days, or less, unless the employee has been warned, in writing, about an excessive use or abuse of sick leave. An employee will not receive a written warning unless he/she has first been verbally warned by the supervisor on at least one (1) occasion. Written notice of required certification for all periods of sick leave will include the duration of the requirement, not to exceed one (1) year. Periods of absence on sick leave in excess of three (3) workdays must ordinarily be supported by a medical certificate. Instead of medical certificate, the employee's signed statement explaining the nature of the illness may be accepted when it is unreasonable to require a medical

certificate because of shortage of physicians, remoteness or locality, religious reasons 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 the work start time.

SECTION 3. Advanced sick leave up to 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 medical certificate containing a clear and comprehensive explanation of the illness and an estimated return to work date.
- c. The circumstances are such that repayment to Employer of the advanced leave can reasonable be expected.
- d. There must be reasonable assurance that the employee will return to duty.

SECTION 4. If an employee becomes ill on the job, it is the employee's option to visit his/her personal physician in lieu of the Naval Hospital medical facilities.

SECTION 5. 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 20**

### **LEAVE WITHOUT PAY (LWOP)**

SECTION 1. Employees will be granted LWOP at the discretion of the Employer, in accordance with applicable rules and regulations. A period of LWOP 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 LWOP in situations where the employee's status has been affected by RIF action during the period of absence.

SECTION 4. Employees in an approved LWOP status shall accrue rights and privileges which respect to retirement, the Federal Employee's Group Life Insurance and the Federal Employee's Health Benefits Programs in accordance with applicable laws and regulation.

## **ARTICLE 21**

### **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 non official capacity as a witness on behalf of a State or local government or when a party is the United States, State or local government. Temporary and permanent employees are entitled to court leave.

SECTION 2. To be granted court leave an employee must submit to their supervisor, who shall forward them to Payroll Office, the following documents:

- a. Summons from the Court.
- b. Signed statement of service with the times 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 in forty-five (45) days may result in reversal of the court leave.

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 to annual leave providing a hardship is not incurred. Supervisors shall deal with hardships on a individual basis.

## **ARTICLE 22**

### **EMPLOYEE COMPENSATION**

SECTION 1.In all cases of injury, it is the responsibility of the employee and supervisor to complete the initial injury report from 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 know that the absence extend beyond three (3) workdays. Employee shall also be advised that compensation benefits apply in lieu of sick leave or annual leave. The Civilian Personnel Department shall counsel 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.

## **ARTICLE 23**

### **TRAINING**

SECTION 1.Whenever the Employer makes a decision to cross-train employee 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 and vocational learning institutions.

SECTION 3.A record of completed training, 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 Civilian Personnel Department 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 to be practical by the Employer.

SECTION 5.The Employer and the Union agree that adequate government lodging facilities will be used whenever practicable during off-station training.

## **ARTICLE 24**

### **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. A Joint Labor/Management Safety Committee shall be established consisting three (3) Labor members and three (3) Management members. The members will come from the following work areas: Public Works, Aircraft Intermediate Maintenance Department and Supply Department. The Safety Office will provide an advisor who attends all meetings. The chairman shall rotate annually from labor to management. The function of the committee shall be:

- a. To promote health and safety education of the employees of the Unit.
- b. To meet quarterly or as required to review unsafe/unhealthful working condition reports filed during the period and the status of abatement projects.

Minutes of the meetings will be kept, copies to be posted on bulletin boards, and a copy to the Union for record purposes.

SECTION 3. Each Union member of the safety committee shall be granted official time to participate.

SECTION 4. 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 required 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 ANSI STD Z87.1. Maximum reimbursement for locally purchased prescription safety glasses (frame, lenses-single or multi-focal, side shields, photogrey if required, and case) will be to 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 ANSI Std. Z41.1 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 5. The Employer is responsible to insure that no employee will be allowed to work in a hazardous area by himself/herself.

SECTION 6. The Employer agrees to investigate and to take corrective action when any employee, or supervisor, commits or requires another employee to commit an unsafe act or work under safe conditions.

SECTION 7. Each supervisor will take action to correct any unsafe condition or action which is reported to him/her or observed by him/her.

SECTION 8. The Employer shall direct all industrial type operations, civilian inhabited, to conduct safety meetings every two (2) weeks.

## **ARTICLE 25**

### **WORK ENVIRONMENT**

SECTION 1. It is mutually agreed that environmental 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, 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 26**

### **TOOLS**

SECTION 1. With the exception of employees assigned to Public Works Transportation Maintenance, the Employer agrees to furnish tools that are deemed necessary by the Employer and are of adequate design and quality so that the employee may accomplish assigned work in accordance with his or her job description. Employees will be expected to care for government tools as if they were their own.

SECTION 2. Automotive and Heavy Equipment Mechanics will provide their own common hand tools. The Employer shall maintain three (3) complete sets of common automotive hand tools for temporary use by Automotive and Heavy Equipment Mechanics. Large mechanic tools or any uncommon tools that are deemed necessary by the Employer will be provided by the Employer.

## **ARTICLE 27**

### **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. If the Unit employee is the appellant in an adverse action hearing before a Presiding Official of the MSPB, the Union may designate an observer to be present during the hearing. Such presence is subject to the regulations of the MSPB, the rights of the interested parties, and decision of the Presiding Official. If the employee's representative is a Union representative on official time, the observer will not be on official time.

SECTION 4. 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; and;
- (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; and
- (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 review 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 time, but not less than seven (7) 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 answer 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 MSPB, the address of the appropriate Board office for filing the appeal, a copy of the Board's appeal form;
  - (6) Which is delivered to the employee on or before the effective date of the action.

## **ARTICLE 28**

### **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.** Insofar as possible, and in order to maintain consistency, the Standard Schedule for Disciplinary Offenses and Penalties will be used as a guide for administering discipline.

**SECTION 3.** 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 it:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee;
- and
- b. The employee requests representation.

**SECTION 4.** 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 the time of their right to representation.

## **ARTICLE 29**

### **GRIEVANCE PROCEDURE**

**SECTION 1.** The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievance. This Article provides the exclusive procedures 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 any Employee; or 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);
- (2) Retirement, life insurance, health insurance;;
- (3) A suspension or removal for National Security reasons (section 7532, 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.

d. An aggrieved employee affected by discrimination or adverse actions has the option to raise the matter under one of the applicable statutory procedures or this negotiated grievances 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 grievance arise from misunderstanding 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 grievance at the lowest possible level. In as much as dissatisfactions 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 procedures 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 even the decision of his/her immediate supervisor is unacceptable, the grievance may be submitted to Step 2 by the Employee or his/her shop 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 actin 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 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 fact finder 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 satisfactorily settled at the Commanding Officer's level, it may be referred to Arbitration in accordance with Article 30.

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 time 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 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 grievance (the dissatisfaction expressed and the relief requested are the same), the grievances 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 30**

### **ARBITRATION**

SECTION 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, 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 on arbitrator's name from the list of seven (7) and will then repeat this procedure until one (1) person remains who shall be the duly selected arbitrator.

SECTION 3. Within five (5) working days of the selection of an arbitrator, two (2) representatives of the Union and two (2) representative 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 stipulation 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 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.

SECTION 7. Except as mutually agreed by the parties, arbitration under this article will be conducted as oral proceedings with no verbatim transcript and no filing of briefs.

## **ARTICLE 31**

### **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 of 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 non-pay status, for the entire pay period.

d. The President or member of Executive Council of the employee organization, has completed and signed Section A or SF-1187 on behalf of the employee organization, and the employee has completed and signed the appropriate portion.

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 conditioning governing revocation of allotments.

SECTION 4. The Union shall purchase and supply to the employees involved an SF-1187. The employees 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 to 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 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 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 an 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 AFGF Fiduciary Account, Local 2111.

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 32**

### **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 33**

### **DURATION AND EXECUTIN OF 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 executed 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 hereafter, except eighteen (18) months after the approval of this Agreement, Article 6, Section 3 shall be reopened for renegotiation.

SECTION 2. At the request of either party and when mutually agreed to, supplementary agreements may be negotiated by the negotiating committee of AFGF Local 2111, with the Station negotiating committee not more than ninety (90) nor less than sixty (60) days prior to the first anniversary date. When such notice is given, the parties shall meet for the purposes 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 extends 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.

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The parties hereto by their authorized representative have executed this Agreement on **18 July 1991.**

FOR THE EMPLOYER:

J. E. HART

FOR THE UNION:

NICK WAGNER

CAPTAIN, USN  
Commanding Officer  
Naval Air Station  
Lemoore, CA

President  
AFGE Local 2111

Approved by the Secretary of the Navy on **16 August 1991** to be effective on **16 August 1991.**