

Negotiated Agreement
Between
Mid-Atlantic Region
Support Services Program Manager
Norfolk Virginia
and
American Federation of
Government Employees



LOCAL 22

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PREAMBLE

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

Article 1 - THE PARTIES

Section 101. The parties to this Agreement are the Mid-Atlantic Regional Support Services Program Manager, Commander Navy Region Mid-Atlantic (Employer) and the American Federation of Government Employees, Local 22 (Union).

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

Article 2 - UNIT DESCRIPTION AND RECOGNITION

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

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

ARTICLE 3 - PROVISIONS OF LAW AND REGULATION

Section 301. It is agreed and understood, by the Employer and the Union, that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, by published agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published agency policies and/or regulations required by law.

ARTICLE 4 - UNION DUES WITHHOLDING

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

a. The employee received an established amount of pay that is sufficient after legal deduction and authorized allotments to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitation on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

Section 402. Allotments authorized on properly completed and certified forms which are received in the Human Resources Office, Norfolk will be forwarded, as soon as practicable to the processing Payroll Office.

Section 403. The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Payroll office in writing of the change.

Section 404. The Employer will terminate allotment:

a. Following the notification of loss of exclusive recognition by the Union.

b. When an employee separates from the unit or moves to a position not included within the unit of recognition.

c. After written notification is received from the Union that an employee is no longer a member in good standing in the Union.

d. Upon receipt of a properly completed SF-1188, one calendar year after the employee's dues have been withheld (anniversary date), or if the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective beginning the first pay period following the anniversary date provided the revocation is received by Payroll prior to the anniversary date. Employees desiring to submit a revocation form (SF-1188) must submit the completed form during the four (4) weeks prior to the revocation period to the Human Resources Office, Norfolk.

ARTICLE 5 - UNION REPRESENTATION

Section 501. The Employer shall recognize the officers and stewards of the union. The Union will keep the Employer advised in writing of the names of its officers and stewards.

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

a. Prepare and/or present grievances, appeals, claims, and unfair labor practice charges.

b. Consult, and/or negotiate with representatives of the Employer concerning personnel policies, practices, and conditions of employment.

c. Research and prepare recommendations and/or proposals in connection with negotiations and/or meetings; and,

d. Statutory/Regulatory proceedings where the Union is authorized to represent the employees.

Section 503. Union representative(s) will notify their immediate supervisor(s) of the duration of official time and obtain permission to leave their work area before departing and will report to their supervisor(s) when they return by using Appendix A.

a. Permission will be granted by the supervisor for a reasonable amount of Official time except when work exigencies preclude such release. Official time will not be unreasonably denied. If such permission is disapproved, the supervisor will coordinate with the Union official for an alternate date/time. The Union will cooperate with the Employer in maintaining a record of time spent for union representational duties.

b. Upon completion of the use of official time, the Union representative(s) will report their return to duty to their immediate supervisor(s). Any extension of the allotted time beyond the amount of official time initially requested and approved must be approved by the supervisor. If the Union representative is unable to contact the supervisor to request an extension of official time due to the nature of the meeting, the Union representative will contact the supervisor to request the extension as soon as practicable.

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

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

ARTICLE 6 - DISCIPLINE AND ADVERSE ACTIONS

Section 601. It is the policy of the Department of the Navy to take discipline to correct deficiencies in employee conduct and performance in compliance with applicable rules, laws, and regulations. Discipline is not punitive. In order to ensure high standards of government service and maintain public confidence in the DON, adverse actions, including performance-based adverse actions, may be taken only for such cause as will promote the efficiency of the service.

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

a. The employee will be given advance written notice with reasons for the proposed action.

b. The employee may respond to the notice of proposed action orally and/or in writing and furnish affidavits or other documentary evidence in support of his/her answer reply within ten (10) calendar days of receipt of the proposed notice. The employee may request an extension of time in which to reply.

c. The employee may be represented by a Union official/representative.

d. A written decision will be provided with the specific reasons for the decision normally within 10 calendar days. The deciding official will contact the employee and/or his/her representative requesting an extension date for a decision, if necessary.

e. Letters of Reprimand will provide reason(s) for issuance, will be placed in the employee's Official Personnel Folder (OPF) for a period of one year not to exceed two (2) years from its effective date, and will advise the employee of his/her right to grieve the letter.

Section 603. Adverse actions are defined as removals, suspensions of more than fourteen (14) calendar days, reductions in grade or pay, and furloughs of thirty (30) days or less.

a. At least 30 days advance written notice, unless the crime provision is invoked, stating the specific reasons for the proposed action.

b. The employee may respond to the notice of proposed orally and/or in writing, within fifteen (15) calendar days of his/her receipt of the proposed action. The employee may furnish affidavits or other documentary evidence to support his/her response.

c. The employee may be represented by an attorney or Union official/representative.

d. A written decision will be provided with the specific reasons for the decision at the earliest practicable date after the expiration of the reply period.

ARTICLE 7 - GRIEVANCE PROCEDURES

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

Section 702. Unit employees covered by this agreement may present a grievance, with or without Union representation, at the grievant's discretion. However, the Union shall have the right to have its representative present at the proceedings. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

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

a. By any unit employee concerning any matter relating to the employment of the employee.

b. By the Union concerning any matter relating to employment of unit employees.

c. By any unit employee, the Union, or the Employer concerning:

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

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

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

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

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

The immediate supervisor will make a reasonable effort to resolve the grievance and will orally render a decision within seven (7) calendar days of the date the grievance was received.

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

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

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

Step 3. If the grievance is not settled at Step 2, the employee or the Union representative may, within seven (7) calendar days, forward the grievance to the next level appropriate official with authority to resolve. The appropriate

official will meet with the employee and his/her representative within seven (7) calendar days and provide the employee and the Union his/her written decision within seven (7) calendar days after the meeting.

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

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

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

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

ARTICLE 8 - ARBITRATION

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

Only the Parties to this agreement may invoke arbitration.

Section 802. Within seven (7) calendar days after invoking arbitration the moving party will request that the Federal Mediation and Conciliation Service (FMCS) submit a list of 7 impartial persons qualified to act as arbitrators. The party invoking arbitration will pay the appropriate FMCS fee. Representatives of the Union and representatives of the Employer will meet within 7 calendar days after receipt of such a list. A representative of the Union and a representative of the Employer will each strike one arbitrator's name from the list of

seven (7) and repeat the procedure. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which Party strikes first.

Section 803. The Parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

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

Section 805. The Arbitrator's fees and expenses shall be borne equally by the parties. Where the union and the Employer mutually request a transcript or the Arbitrator requests a transcript the expense will be shared, otherwise the party requesting the transcript shall bear the expense. If the other party subsequently desires a transcript, it shall share equally in the initial cost of the reporter and transcript.

Section 806. The arbitration hearing will be on the Employer's premises during the Employer's regular day shift working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave. Employee participants in the arbitration hearing will have their shift changed to day shift, the day of the arbitration hearing, in order that they may participate in a duty status.

Section 807. The Arbitrator will be requested to render his/her decision to the Union and the Employer as quickly as possible, but in any event no later than thirty (30) calendar days after conclusion of the hearing unless the parties otherwise agree.

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

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

ARTICLE 9 - NEGOTIATIONS

Section 901. Matters appropriate for negotiation between the parties are those pertaining to personnel policies, personnel practices and conditions of employment which are within the

discretion of the Employer and are appropriate for negotiation under applicable law.

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

Section 903. Procedures for Bargaining

a. The Employer agrees to notify the Union President/designee in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The Union shall have fifteen (15) calendar days from the date of notification to request bargaining. The request shall be in writing, but proposals do not have to be reduced to writing. This time limit may be extended by mutual agreement in order for the Union to meet with the Employer to discuss the proposed change. The Union shall have fifteen (15) calendar days from the meeting to submit written proposals.

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

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

ARTICLE 10 - GENERAL PROVISIONS

Section 1001. The Employer agrees that employees assigned/ elected as stewards or representatives of the Union may use their desks and telephones normally assigned to them incidental to their duties for initial contact. All other representational duties as authorized by this Agreement and appropriate regulations will be conducted in accordance with Article V of this agreement.

Section 1002. A designated space on existing wall/bulletin boards at each site will be made available for exclusive use by the Union for the posting of notice and literature for the Union. The Union will be responsible for the content of all such

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Section 1401. The policy in the Navy is to utilize employee skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. In accordance with Navy's policy, the Employer agrees to select and promote the best qualified employee available, to encourage a high level of employee performance and satisfaction, and to strive to retain all capable employees.

Section 1402. To ensure that all employees will have better opportunities to be considered for a vacant or newly established position and the activity will have greater assurance that the best qualified employee is selected for a position, the procedures will be followed in accordance with the Command's local policy (currently Memorandum 12300 Code N3/1298 of 19 Feb 02).

Section 1403. Except where alternatives are provided in the Employer's Merit Promotion Program, competitive promotion procedures apply to filling a position with known promotion potential by reassignment, transfer, reinstatement or change to lower grade.

Section 1404. The Employer and the Union agree to encourage all employees within the unit to familiarize themselves with the provision of the Merit Promotion Program. It is agreed to encourage them to strive for self-improvement factors that are considered by selecting officials when they choose between competing candidates for a promotion and to encourage them to compete for positions for which they desire to be considered and for which they believe themselves to be qualified. Employees are encouraged to ensure that their qualifications are a matter of record in their Official Personnel Folder (OFF) by periodically reviewing the folder for accuracy. Criteria used in selection process shall be based upon the duties, responsibilities and those characteristics of greatest importance to the vacant position against which candidates' capabilities for successful performance can be measured. All candidates certified will be evaluated under the same methods. The recommending official or panel may review applications, OPFs, interview candidates or employ any other reasonable means in arriving at the final recommendation for promotion.

Section 1405. Re-promotion is to a grade or level or intervening grade or level held without contingency and form, which demoted for reasons other than personal cause. Any employee may be re-promoted, under this provision, to a position with known promotion potential only if demoted or separated from a position of equal or higher grade than the anticipated full performance level of the position to which promoted.

Section 1406. An employee demoted without personal cause, that is, without misconduct or inefficiency on his/her part and not at

his/her request, will be given all rights and benefits afforded by appropriate regulations.

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

ARTICLE 15 - HOURS OF WORK

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

Section 1502. The basic workweek, which consists of the scheduled days and scheduled hours (shift hours) within each scheduled day for each regular shift, is promulgated by the Employer in accordance with applicable regulations. Employees will be notified, in writing, in advance of any changes in the basic workweek or shift hours of a regularly established shift, except when the mission would be seriously handicapped or that costs would be substantially increased.

Section 1503. Employees shall be entitled to holiday benefits, consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may be later added by law to include holidays designated by Executive Order.

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

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

ARTICLE 16 - OVERTIME

Section 1601. Management reserves the right to assign overtime. Overtime work assignments shall be distributed fairly as practical among qualified employees within the overtime work area and in accordance with the Fair Labor Standards Act (FLSA).

Assignment of overtime will be based on factors which or reasonable, equitable, and which do not discriminate against any employee or group of employees. Records of overtime worked by the Employer to ensure equitable distribution of overtime among all employees within a particular group.

Section 1602. Employees assigned to overtime work will be given as much advance notice as possible of such assignment, except when the Employer would be seriously handicapped in carrying out its function or that costs would be substantially increased. This section also applies to emergency situations requiring immediate action outside and/or beyond regular working hours or to employees on assignments at the close of their regular working hours or to employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish the emergency requirement.

Section 1603. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work involved. Where overtime is required to complete a project or work assignment already in progress, the employee or employees involved will be considered first for overtime assignment. An employee will not be forced to work overtime against his/her expressed desire as long as another employee meeting the full requirements is willing and available to work in his/her place. The Employer reserves the right to determine the full requirements and availability of the volunteering employee.

Section 1604. Any employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work within the basic workweek to perform unscheduled overtime work shall receive at least two (2) hours of overtime pay to include any additional applicable premium pay entitlements (night of Sunday pay differential), or compensatory time as requested by the employee.

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

ARTICLE 17 - LEAVE

Section 1701. Employees shall earn annual and sick leave in accordance with applicable laws and regulations. All requests for leave must be submitted in advance except for emergency situations. In emergency situations, the employee must notify his/her immediate supervisor of the request within one hour from the beginning of his/her work shift. If extenuating circumstances prevent an employee from meeting the above requirement, exceptions will be made on a case-by-case basis. Instances where the employee is unable to contact his/her immediate and/or second line supervisor, the employee or his/her

designee (if physically unable to notify the employer him/herself) may leave a recorded message. However, the employee must call back and ensure he/she speaks with his/her supervisor during the workday.

Section 1702. An employee's request for accrued annual leave shall be granted provided the request is submitted with reasonable advance notice and workload and manpower requirements permit the absence. Approval for annual leave will be granted on a case-by-case basis, and will be handled on a first-come, first serve basis. When a request for annual leave is denied or is canceled, the Employer will provide the reason for the denied or canceled leave.

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

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

Section 1705. Leave without pay (lwop) is a temporary nonpay status and absence from duty, granted upon the employee's request. Authorization of LWOP is a matter of administrative discretion. The following are a few examples of situations in which it would be proper to approved extended lwop:

- a. Pending final action of the Office of Personnel Management on an application for disability retirement, after all sick and annual leave have been exhausted.
- b. During at least the first year an injured employee is receiving injury compensation unless the prognosis for the employee's return to work in the near future is negative.
- c. To enable disabled veterans to receive medical treatment when sick or annual leave is not available.

d. Employees who are dependents of transferring military personnel or of Federal employees required to move on rotational assignments in transfer of function or relocation.

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

Immediate supervisors may grant lwop up to 40 hours. All other requests must be approved by the Commanding Officer or designated management official.

Section 1706. Employees may be excused from duty without charge to leave for brief periods. Supervisors must make individual determinations that the situation is job-related and not chargeable to leave, and place reasonable limits on the length of such absences from normal assignments. Limitations on the more common situations where excused absence is granted include voting (may be excused the length of time which will permit the employee three (3) full hours after the polls open or before the polls close whichever is the lesser amount of time), blood donation, tardiness and brief absences (less than one hour), to take an examination given by or taken at the request of the employing activity, employment interviews when competition is for a position within DoD under merit placement procedures or the individual is under notice of separation or change to lower grade for any reason except personal cause, to assist in emergency situations, permanent change of duty station (PCS), initial counseling session resulting from referral under the Civilian Employee Assistance Program (CEAP), participation in management-sponsored volunteer projects, physical examination for enlistment or induction, and to attend funerals under the conditions established in 5 U.S.C. 6321 (veterans).

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

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

Section 1709. Family and Medical Leave Act (FMLA) and Federal Employees Family Friendly Leave Act (FEFFLA)/(FFLA) (Public Law

103-388). Employees may request lwop or accrued leave through the Agency in accordance with applicable laws and regulations.

ARTICLE 18 - POSITION DESCRIPTIONS

Section 1801. The Classification and Compensation Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher Navy authority. In any case where action is proposed to modify a Position Description within the unit to the extent that either the title, series, grade, or qualification requirements may affect the position, it is agreed that an appropriate management official of the Employer will discuss the proposed change with the employee concerned prior to the effective date of the change. If the employee desires, a Union representative may attend the meeting with him/her.

Section 1802. Position descriptions will describe the major duties and responsibilities of the position. It is recognized that the duties reflected in the Position Description are not intended to be a step-by-step verbatim detail of all elements required to accomplish the job. Therefore, an additional statement may include "miscellaneous or minor duties as assigned" or "other duties as assigned." Management will make every effort during revisions of position descriptions to avoid using "other duties as assigned."

Section 1803. An employee within the unit who believes that his/her position is improperly classified shall have the right to appeal the classification in writing in accordance with the provision of the HRSC-East Operating Manual, Chapter 511. A Union representative may represent the employee in presenting his/her appeal.

Section 1804. The employee may submit to his supervisor a request that the supervisor review the duties assigned in the Position Description. The supervisor may obtain assistance from HRO, Norfolk, in resolving the problem. Where the problem is not resolved in this manner, the issue must be resolved through the grievance procedure before an employee can file a classification appeal.

Section 1805. Employees will be provided a copy of their position description at the time the employee first occupies the position, and will be provided a copy of his/her PD with any changes/amendments.

Section 1806. The Union may review the position description of any employee within the unit in consultation with appropriate management officials when the position description is pertinent to a specific complaint.

ARTICLE 19 - REDUCTION IN FORCE

Section 1901. The Employer agrees that prior to the issuance of official notice to the employees involved in a reduction-in-force (RIF) action, the Union shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken and the reason for the RIF. The Union may render its assistance in communicating to the employees the reasons for the RIF. The RIF process will be conducted in accordance with applicable regulations.

Section 1902. In accordance with applicable regulations, in order to minimize the impact of any RIF, existing vacancies will be filled to the extent practicable through placement of qualified employees who might otherwise be affected by the RIF. Subject to the exceptions as provided in applicable regulations, the employee may elect to take a change to lower grade in lieu of separation.

Section 1903. Any career or career-conditional employee who is separated as a result of RIF shall be placed on the DoD Stopper list, on the Reemployment Priority list and such employees shall be given preference for reemployment in accordance with applicable laws and regulations. Acceptance of a temporary appointment (including from reemployment list) will not alter the employee's right to be offered a permanent position.

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

ARTICLE 20 - TERMINATION DURING PROBATIONARY OR TRIAL PERIOD

Section 2001. When the Employer terminates an employee serving a probationary or trial period because his/her work performance or conduct or fails to demonstrate his/her fitness or qualifications for continued employment, the employee shall be notified in writing in accordance with 5 C.F.R. 315.804/805.

ARTICLE 21 - HEALTH AND SAFETY

Section 2101. The Employer shall ensure a safe and healthful workplace is provided to all employees. Both the Employer and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of hazardous and unhealthy working conditions and practices. The Employer shall

maintain an effective safety program in accordance with OPNAVINST 5100.23(series).

Section 2102. In the course of performing their regularly assigned work, all employees are to be alert to unsafe practices, equipment and conditions as well as environmental conditions in their immediate area, which could constitute safety or health hazards. If an unsafe or unhealthy condition is observed, the employee shall orally report to his/her immediate supervisor who shall promptly investigate the situation and take appropriate corrective action. Supervisors shall contact the servicing safety office for assistance, as necessary. Supervisors shall inform the reporting employee of all actions taken. Employees (or employee representative) may also submit a report of an unsafe or unhealthy working condition directly to the servicing safety office.

Section 2103. It is agreed that all employees shall report all incidents immediately, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. DoD Safety and Occupational Health Protection Program, DD Form 2272, will be displayed prominently on all official bulletin boards.

Section 2104. Employees are authorized official time to participate in activities to participate in the activities provided by the DoD safety and occupational health program.

Section 2105. When the servicing safety office conducts a workplace safety inspection, any employee(s) may bring to the attention of the inspector any alleged unsafe or unhealthy working conditions. Inspectors shall discuss matters affecting safety and health with employees or their representatives and offer them the opportunity to identify unsafe and unhealthful working conditions while remaining anonymous.

ARTICLE 22 - TRAINING

Section 2201. The Employer is responsible for evaluating employee performance, reviewing current and anticipated missions, determining where training can be used to bridge between employee performance and mission demands, and assuring training is achieved and evaluated. Immediate supervisors are responsible for ensuring employees possess the competencies to perform their duties effectively.

Section 2202. Employees will receive equal consideration to participate in training consistent with their job assignment and/or work experience.

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

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

Section 2205. Supervisors have the discretion to adjust an employees hours of work to attend off-site training. Employees must contact his/her supervisor in the situation of early dismissal from the training to determine if they are to return to work. Reminder: Supervisors only have the discretion to grant less than one hour of excused absence (minus travel time).

ARTICLE 23 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

ARTICLE 24 - PERFORMANCE

Section 2401. In accordance with applicable regulations, the Employer will establish a program that will result in a final

two-level summary rating which appraises an employee's performance at either the "ACCEPTABLE" or "UNACCEPTABLE" level.

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

Section 2403. The supervisor shall encourage the employee to participate in the development of his/her performance plan. Final responsibility for ensuring establishment of such plan rests with the first level supervisor.

Section 2404. The supervisor shall provide employees with a copy of their performance plans within 30 days of the beginning of each appraisal period.

Section 2405. The supervisor shall conduct one or more documented progress reviews during the appraisal period with one review conducted approximately mid-point of the performance cycle. Progress reviews should be informative and developmental in nature and include discussions between first and second level supervisors and team leads, where applicable.

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

Section 2407. The supervisor shall provide assistance to employees in improving their performance at any time during the appraisal cycle that performance is determined to be "UNACCEPTABLE" in one or more critical elements.

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

Section 2409. When it is determined that an employee's within grade increase must be withheld based on performance the supervisor will inform the employee concerned, in writing, in accordance with applicable regulations, of the decision to either

delay or deny the increase. The employee may request the matter be reconsidered in accordance with 5 C.F.R. 531.

ARTICLE 25 - DURATION AND EFFECT

Section 2501. This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval by the Department of Defense. It is agreed that either party may submit to the other party notification of intent to commence negotiations of a new Agreement or a renewal of this Agreement not less than sixty (60) days prior to the expiration date of this Agreement. If neither party serves notice to renegotiate this Agreement in accordance with the foregoing, and the Agreement conforms to applicable laws and regulations, the Agreement shall be forwarded to Department of Defense for approval of renewal in one (1) year increments.

Section 2502 This Agreement, except for its duration period as specified in Section 2501 of this Article, is subject to openings only as follows:

Amendment(s) may be required because of changes made in applicable laws, regulations, or instructions after the effective date of this Agreement. In such events, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, regulations, or instructions. Such amendments as agreed to and approved by the Department of Defense will be duly executed by both parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

It may be opened for amendment(s) at the mutual consent of either party at any time or at the request of either party on the anniversary date of this Agreement. Request for such amendment(s) proposed by either party must be in writing and must include a summary of the amendment(s) proposed. Both parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request. If the parties agree that opening is warranted on any such matter(s) they shall proceed to negotiate on amendment(s) to same. No change(s) shall be considered except those bearing directly on the subject matter(s) agreed to by both parties. Such amendment(s) as agreed to, and approved by Department of Defense, will be duly executed by the parties.

It shall be opened for amendment(s) upon the written request of either party made within thirty (30) calendar days after receipt by either party of any order, instruction, or regulations of the Office of Personnel Management, Department of Defense, or Department of the Navy which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendment(s)

proposed will make reference to the appropriate order, regulation, or instruction upon which each such amendment(s) request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 2503. Any amendment(s) agreed upon by the parties shall be reproduced by the Employer and distributed on the same basis as set forth in this Agreement.

OFFICIAL TIME REQUEST

Name: _____ Date: _____

Date and time of official time requested: _____

Estimated time required: _____

___ Term Negotiations: Official time to prepare for and negotiate a basic collective bargaining agreement or its successor.

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

___ Dispute Resolution (Circles applicable reason for request): Official time used to process grievance up to, and including, arbitrations, and to process appeals of bargaining unit employees to the various administrative appeals agencies such as the MSPB, FLRA, and EEOC, as necessary to the courts, and employee contact.

___ General Labor-Management Relations (Circle applicable reason and specify reason in remarks section below): Official time used for such matters as meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union reps, collective bargaining agreement administration, and union participation in formal meetings and investigative interviews.

Remarks: _____

Location of union business:

Representative's signature

___ Approved ___ Disapproved

Reason for disapproval and reschedule date/time: _____

Supervisor's signature

Date

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on this 2nd day of September, 2005.

FOR THE EMPLOYER:

FOR THE UNION:

Redacted
Mid-Atlantic Regional Support
Service Program Manager
Naval Support Activity, Norfolk

Redacted
President
American Federation of
Government Employees, Local 22

Redacted
Chief Negotiator

Redacted
Team Member

Redacted
Team Member

Redacted
Team Member

Redacted
Team Member

Approved by the Department of Defense and effective
3 November 2005.