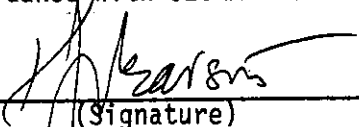


NEGOTIATED AGREEMENT
BETWEEN THE
NAVAL
CONSTRUCTION BATTALION CENTER
PORT HUENEME, CALIFORNIA
AND THE
NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
LOCAL R12-29
12 OCTOBER 1990

CERTIFICATE OF REVIEW

Reviewed and approved 12 OCTOBER 1990
in accordance with SECNAVINST 5600.16A



(Signature)
Captain, CEC, USN

TABLE OF CONTENTS

| Article | Title | Page |
|----------|---|------|
| | Preamble | 1 |
| 1 | Recognition | 2 |
| 2 | Rights of the Parties and Employees | 3 |
| 3 | Negotiations | 5 |
| 4 | Civic Responsibilities | 6 |
| 5 | Performance | 7 |
| 6 | Equal Employment Opportunity | 7 |
| 7 | Union Representation and Union/Management Meeting | 8 |
| 8 | Use of Center Facilities By the Union | 11 |
| 9 | Participation In Wage Surveys | 12 |
| 10 | Job/Position Descriptions | 12 |
| 11 | Promotions | 13 |
| 12 | Placement, Re-Hiring, and Promotions of Employees Affected by Reduction-In-Force | 14 |
| 13 | Details and Temporary Promotions | 14 |
| 14 | Overtime | 15 |
| 15 | Holidays | 16 |
| 16 | Excused Absence | 17 |
| 17 | Leave-Without-Pay | 17 |
| 18 | Sick Leave | 18 |
| 19 | Seniority | 19 |
| 20 | Annual Leave | 20 |
| 21 | Hours of Work | 21 |
| 22 | Employee Morale | 22 |
| 23 | Theft | 24 |
| 24 | Civilian Employee Assistance Program | 25 |
| 25 | Safety and Health | 27 |
| 26 | Working Conditions | 29 |
| 27 | Training | 30 |
| 28 | Security Working Conditions | 31 |
| | Part I - Fire Division | 31 |
| | Part II - Police Division | 36 |
| 29 | Temporary Duty Travel | 38 |
| 30 | Disciplinary/Adverse Actions | 40 |
| 31 | Grievance Procedure | 41 |
| 32 | Arbitration | 45 |
| 33 | Contracting Out | 47 |
| 34 | Employer-Union Relations | 47 |
| 35 | Dues Allotment | 48 |
| 36 | Duration and Amendments | 51 |
| 37 | Publication and Distribution of Agreement | 51 |
| Appendix | | |
| A | Overtime Record | A |
| B | NAGE Grievance Complaint Form | B |

NEGOTIATED AGREEMENT

This agreement is made and entered into the 12 day of October 1990 by and between the Naval Construction Battalion Center, Port Hueneme, California hereinafter referred to as the "Employer", and the National Association of Government Employees, Local R12-29, hereinafter referred to as the "Union" and collectively known as the "Parties".

PREAMBLE

In consideration of the provisions herein set forth, the parties intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and to insure the well-being of employees within the meaning of Public Law 95-454 of 13 October 1978, to establish a basic understanding relative to personnel policies, practices, and procedures and matters of mutual interest at the Naval Construction Battalion Center, Port Hueneme, California.

The Union will actively support the Navy's and the Center's efforts to reduce energy consumption; eliminate waste; combat absenteeism; conserve materials and supplies; ensure timely completion of work; improve the quality of workmanship; prevent accidents; encourage the submission of improvement and cost reduction ideas; and promote health and well being.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION

SECTION 1. The Employer recognizes the Union as the exclusive representative for all employees as described in Section 2. The Union agrees to represent fairly and equitably the interests of all employees with respect to grievances, personnel policies, practices and procedures and other matters affecting their conditions of employment, without regard to Union membership, race, color, creed, sex, age, national origin, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition. The Employer recognizes that participation of employees, through their representatives, in the formulation of personnel policies affecting them, to the extent consistent with Federal law or other articles of this agreement, contributes to the effective conduct of Navy business; that the effective administration of the Navy and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and Management officials; and that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and Employer.

SECTION 2. Specific provisions of this Agreement are applicable to members of the exclusive bargaining unit at the Naval Construction Battalion Center. This bargaining unit consists of:

All graded and ungraded employees of the Center.

The provisions of this Agreement are applicable only to employees who are included in the bargaining unit listed above.

This Agreement does not apply to the following employees and are excluded from the bargaining unit:

- a. Employees who are paid from non-appropriated funds;
- b. Supervisors and management officials;
- c. Employees engaged in federal personnel work in other than a purely clerical capacity;
- d. Employees who assist or act in a confidential capacity to management officials who are involved in labor relations policy matters;

NOTES: _____

ARTICLE 2

RIGHTS OF THE PARTIES AND EMPLOYEES

PART 1. RIGHTS OF THE EMPLOYEE:

SECTION 1. Each employee in the unit shall have the right to form, join , or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal. Such right includes the right to act for the Union in the capacity of a representative, and to engage in collective bargaining with respect to conditions of employment through official representatives of the Union.

a. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In the exercise of this right, employees and their representative shall be free from interference, coercion, restraint and discrimination. Union membership shall not be encouraged or discouraged by any supervisor or management official.

b. The terms of this agreement do not preclude any employee of the unit from personally bringing matters of concern to the attention of appropriate officials in accordance with applicable laws and regulations.

PART II. RIGHTS OF THE UNION:

SECTION 1. The Union has the right to request to negotiate with the employer on personnel policies, programs and procedures related to conditions of employment which are within the authority of the employer. These include, but are not limited to such matters as safety, training, labor-management cooperation, employee services, method of adjusting grievances, the procedure for the granting of leave, promotion plans, demotion procedures and hours of work.

a. The provisions of this article shall apply to all supplemental, implementing subsidiary or informal agreements between the parties.

b. In addition the Union has the right to negotiate the methods and procedures that will be used in implementing all existing and future laws, rules, regulations and policy changes affecting working conditions, and which are within the employer's authority to negotiate,

NOTES: _____

c. The Union shall be given the opportunity by management to be represented in any formal discussion between one or more representatives of the employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; this is the right of the Union to be present at all meetings where there are formal discussions between employees and management concerning conditions of employment. Management shall notify the Union of such meetings. This right to be present does not extend to an informal discussion of personal problems, and everyday work-related communications between supervisors and employees.

PART III. RIGHTS OF THE EMPLOYER

SECTION 1. In accordance with the Civil Service Reform act of 1978, hereinafter referred to as "The Act", the rights of the Employer include the following:

a. To determine the mission, budget, organization, number of employees and internal security practices of the Employer;

b. To hire, assign, direct, lay-off, and retain employees in the command or to suspend, remove, reduce in-grade or pay, or take other disciplinary action against such employees;

c. To assign work, to make determinations concerning contracting out, and to determine the personnel by which CBC operations shall be conducted;

d. To make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source;

e. To take whatever actions may be necessary to carry out the employer's mission during emergencies.

SECTION 2. The right to make reasonable rules and regulations is an acknowledged function to the Employer, subject to any limitations set forth in this agreement. Nothing within this agreement shall preclude, at the election of the employer, negotiating upon the numbers, types and grades of employees or positions assigned to any organization subdivision, work project, tour of duty, or on the technology, method and means of performing work.

NOTES: _____

ARTICLE 3
NEGOTIATIONS

PART I

SECTION 1. The Parties acknowledge their mutual obligation to bargain in good faith in accordance with the requirements of Civil Service Reform Act (CSRA) . Negotiation is defined as a good faith effort by both parties to reach a written agreement and to be represented at the negotiations by a duly authorized representative prepared to discuss and negotiate on the matter at hand.

SECTION 2. In the event the Employer proposes a change in existing conditions of employment, the Union will have 15 working days from the date it is notified of such change within which to submit comments or a request to bargain concerning the change. The Union will be deemed to have assented to the change if it fails to submit a request within 15 working days.

SECTION 3. A request to bargain under this Article will be in writing and state the nature of the request. Should the Union desire to request ground rules, the specific proposals to be negotiated must first be provided. The Parties will meet to bargain within 15 working days after receipt of the request. The Parties' obligation to bargain extends only to those negotiable matters which are reasonably related to the proposed change.

SECTION 4. If the parties cannot reach an agreement on matters which are negotiable and either party declares that it is deadlocked, the parties will request mediation by the Federal Mediation and Conciliation Service. If the matter remains unresolved, the Parties may choose to process the matter as an impasse as set forth in CSRA.

PART II

SECTION 1. When a supervisor or operating official with appropriate authority desires to establish or change a policy in the organization which will affect conditions of employment and thus be subject to negotiation the following procedure will apply:

a. The supervisor or operating official will discuss the matter with the Department Vice President assigned to the organization, prior to implementation.

NOTES: _____

SECTION 2. Examples of such policy changes include, but are not limited to, changes in hours of duty, procedures for requesting leave which are different than those contained in Civilian Personnel regulations or this agreement, etc.

SECTION 3. Such policy changes as described above will be implemented in the organization in accordance with Section 4, Part 1.

ARTICLE 4

CIVIC RESPONSIBILITIES

SECTION 1. The parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibilities as citizens. To the end that campaigns will be conducted in the spirit of true voluntary giving, it is agreed that:

a. "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual employee is prohibited.

b. When envelopes are used, each individual who desires to keep his/her gift private may use any envelope of his/her choice, without his/her name being placed thereon, unless he/she elects to do so.

c. Supervisors will not solicit contributions directly from any employee.

d. Officers and stewards of the Union will not solicit contributions directly from any employee.

e. Leaders will not solicit contributions directly from any employee.

f. Coercion, either overt or implied, will not be practiced by collectors, supervisors or other personnel.

g. The above provisions also apply to solicitation for purchase of U. S. Savings Bonds.

NOTES: _____

ARTICLE 5

PERFORMANCE

SECTION 1. The Union agrees to work with the Employer in promoting positive employee attitudes and esprit de corps with the objective of increased production, reduced rates of error and more effective accomplishment of the mission of the Center. To this end, Union and management officials will encourage employees to perform their assigned duties to the best of their ability and to take pride in quality of workmanship, strive to eliminate carelessness and inefficiency; promote friendly and harmonious working relationships between supervisors and their subordinates and between civilian and military personnel; encourage members to suggest ways to improve work methods, and strive to eliminate inequitable treatment of employees and any other practices which restrict and hamper efficiency.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons; to prohibit discrimination because of age, sex, race, religion, color or national origin; or mental or physical handicap; and to promote equal employment opportunity through a positive and continuing effort.

SECTION 2. If the employer elects to conduct Basic EEO training and other appropriate training, up to five (5) Union representatives (including the president) may be authorized to attend. This training will be coordinated with the Employee Relations Division.

SECTION 3. The Union will be given the opportunity to review any EEO settlement agreement, which affects personnel policies or working conditions in the bargaining unit.

NOTES: _____

ARTICLE 7

UNION REPRESENTATION AND UNION/ MANAGEMENT MEETINGS

SECTION 1. The Union will provide the Employer in writing the names of officers and stewards together with the designation of the group (s) and locations of employees each steward is authorized to represent. The names of stewards will be posted on Union bulletin boards. It is understood that no official time will be granted to representatives until they are identified in the manner described above.

SECTION 2. Meetings between Management and the Union as set forth below will be conducted during regular working hours, without loss of pay or charge to leave.

a. Meeting-Commanding Officer/NAGE

Frequency - Scheduled after submittal of a written agenda by either party.

Attendance - Minimum number of Management and Union representatives required to resolve the agenda items.

b. Meeting-CESO/FACSO/SUPPLY/CED/PUBLIC WORKS SECURITY/NAGE

Frequency - Monthly, or as the need arises, but only after submittal of agenda by either party.

Attendance - Normally the Department Head, or his/her designee, and no more than two (2) other Management Representatives and Union Department Vice-President and no more than two (2) other Union Representatives.

c. Meeting - Other staff offices and departments not included in Section 2 above/NAGE.

Frequency - As the need arises, but only after submittal of agenda by either party.

Attendance - Normally not more than three (3) management representatives and three (3) union representatives.

d. Minutes of meetings will be prepared by the Employer and signed by both parties and posted on official bulletin boards in the applicable area.

NOTES: _____

SECTION 3. No item will be placed on an agenda by the union unless it has been discussed and not resolved starting at the lowest appropriate level and up through the chain-of-command to and including the Division Director level. Agendas will be submitted by either party no less than five (5) working days prior to the date of the appropriate meeting.

SECTION 4. Reasonable time without charge to leave will be allowed to the President, Executive Vice President, Second Vice President, Department Vice President, Secretary, Legal Officer and stewards to deal with those issues regarding matters related to the work situation and considered to be of mutual union/management concern. Representation of employees in regard to grievances and complaints is primarily the responsibility of the steward who is assigned to the particular shop or work area involved. If the responsible steward requires assistance, he/she may be assisted in pursuing problems above the Division Director level. Union officers requesting excused absence to attend briefings meetings, conferences, training classes, etc., of mutual interest to the employer and the Union shall submit their requests in writing, via the chain-of-command, normally at least ten (10) working days prior to the desired date of absence. The Employer shall notify the Union of its approval or reason for disapproval within five (5) working days of receipt of the request.

SECTION 5. In all cases where it is necessary for a union officer or steward to leave his/her assigned place of work, permission will be requested from the immediate supervisor. There will be a clear understanding as to the officer's or steward's estimated length of absence, destination and general purpose. Before requesting permission to leave the work site, the officer or steward will verify that the person whom he/she wants to see is available. Upon arrival at the employee's worksite, the officer or steward will contact the supervisor of the work area being visited to inform the supervisor of his/her presence and to identify the employee to be contacted. Union officers or stewards will, whenever practicable, obtain information and answer questions by telephone rather than by personal visits. In all cases, representational duties will be conducted promptly.

NOTES: _____

SECTION 6. In accordance with Title VII of the kit, the use of government time by the Union for the conduct of activities concerned with the internal management of the Union, such as but not limited to membership meetings, solicitation of memberships, collections of dues and assessments, campaigning for labor organization office, conduct of elections for labor organization offices, and distribution of literature or authorization cards is illegal .

SECTION 7. The Employer recognizes the right of the Union to designate stewards. For the ungraded and graded employees, the total number will be limited to not more than one (1) steward for 33 members of the unit. The Union will not assign more than one (1) Union representative in an organizational segment of 15 people or less. The Security Department may have five (5) stewards. Three (3) of these stewards (one per shift) will be designated for both the Police Division and the Passes and Permits Division. Two (2) of these stewards (one per shift) will be designated for the Fire Division. Further, there will not be more than one (1) Union steward in a work center.

SECTION 8. There will be no restraint, interference, coercion or discrimination against Union officers and stewards in the performance of their duties.

SECTION 9. Authorized National Officers or representatives of the National Association of Government Employees who request and state the purpose of the visit will be given authorization for admission to the Center for official Union business. Requests for such visits shall be made through the Labor Relations Officer, Code 234. Such visits shall be governed by the National Security Regulations and shall be allowed only for the purpose prescribed by current regulations and instructions.

SECTION 10. No officer or steward of the Union will be reassigned from his/her current shift or organizational segment without management advising the Union in writing of the reassignment at least five (5) working days prior to the effective date of the reassignment. This section does not apply to reassignments necessary to satisfy immediate work requirements lasting five (5) working days or less.

SECTION 11. Within 30 days of assignment of a new employee to the organization, the supervisor/operating official will notify the appropriate Union steward and officer of the name, duty assignment, title and grade of the new employee.

NOTES: _____

SECTION 12. A Union official shall be present at new employee orientations conducted by the Civilian Personnel Office for a minimum of ten (10) minutes and a maximum of 30 minutes to speak to the new employees with regard to employee rights covered in Article 2 of this agreement, and Union representational responsibilities. At no time during the orientation will any Union official solicit membership in the local.

ARTICLE 8

USE OF CENTER FACILITIES BY THE UNION

SECTION 1. The Union may use part of Building 511 as their office space, within available funding and mission constraints. The Union understands that this office is not to be used by employees for conducting internal Union business during their working hours. Any space made available to the Union will have a telephone for on-base local non-toll calls. The phone number for the NAGE office is 982-4887. Within available funds the Employer will provide essential janitorial service at no charge to the Union. If funding limitations require cessation of service to non-official spaces, janitorial service to the Union will be terminated at that time.

SECTION 2. Bulletin boards are set aside for use by the Union. The number and location of such bulletin boards are determined by the Employer who gives consideration to the recommendations of the Union,

a. The bulletin boards will be used for posting of notices as may be agreed upon between the parties.

b. The Union is responsible for maintaining these bulletin boards in good order.

SECTION 3. The National Association of Government Employees, Local R12-29, will be placed on the Center's Mailing List, be given a CBC mail code, and be provided Center Instructions and Notices pertaining to civilian personnel matters.

SECTION 4. General announcements may be included in the Center's newspaper (The Coverall), the unofficial section of the Plan of the Day and/or the Civilian Personnel Office Bulletin. All material will be submitted to the Employer for review and discussion and will be subject to final approval by the Employer prior to publication.

NOTES: _____

SECTION 5. The Union would normally use the copier in the Union Office. On occasion, the copiers in other buildings on this base may be used by the Union for official business only. This does not include use for internal Union business. The Union agrees to abide by CBC NOTE 5600 or its succeeding instruction.

ARTICLE 9

PARTICIPATION IN WAGE SURVEYS

SECTION 1. In accordance with existing regulations, the Union will be notified of area wage survey schedules. The Employer will inform the Union of instructions received to organize a survey and of starting dates which require action by the Employer. The Employer will furnish survey information to the Union as received.

ARTICLE 10

JOB/POSITION DESCRIPTIONS

SECTION 1. Whenever a job is to be filled, the announcement, the position description or job description and/or the applicable rating definition must coincide with the job to be filled. Employees applying for any advertised position will be authorized to review the position description.

SECTION 2. An employee may request his/her supervisor to initiate action by the Civilian Personnel Office for a review of his/her job, his/her position or job description and/or rating definition for content, title and level when he/she believes that the duties and responsibilities described are not in agreement with the duties assigned and performed. Management will within five (5) working days forward the employee's request to the Civilian Personnel Office, and shall within the same five (5) working days notify the employee in writing of this action. Nothing in this section will infringe upon the right of the Employer to assign employees work outside their regular ratings for short periods of time. After initial discussion between employee and the supervisor, the employee may be represented by his/her shop steward in discussing primary duty assignments that are not in agreement with those noted in his/her position or job description and/or rating definition. In reviewing the job standard used to evaluate the job occupied or in pursuing an appeal.

NOTES: _____

SECTION 3. The employee will be furnished any additional information he/she may desire on his/her appeal rights and the regulatory procedures to be followed. Employees may appeal the correctness of the rating without restraint, prejudice or reprisal,

SECTION 4. Employees will be furnished a copy of their job descriptions initially and as changes are made, as requested.

ARTICLE 11

PROMOTIONS

SECTION 1. In consideration of the needs of the service, full utilization will be made of employees' skills and potentials. The Employer will select, assign and promote employees on the basis of merit. The Navy promotion program seeks the following objectives:

- a. Selection from among the best qualified persons available to fill vacancies.
- b. Opportunity for the progressive development of employees.
- c. A high level of employee performance satisfaction.
- d. The retention of capable employees. The Union recognizes that vacant positions can be filled by reinstatement, reassignment, transfer, TAPER or temporary appointments, selection from appropriate Office of Personnel Management or Center promotional registers, or from DOD Stopper or priority referral lists, or other appropriate sources.

SECTION 2. The parties agree that a current copy of the Civilian Personnel Office Bulletin will be posted on all official bulletin boards. The Employer will provide the Union with fifty (50) copies of the Civilian Personnel Bulletin. These copies will be distributed to areas where the Union sees the need.

SECTION 3. In accordance with existing regulations a career or career-conditional employee may at his/her request be non-competitively considered for reassignment.

SECTION 4. All authorized selection procedures will continue to conform to prescribed/negotiated procedures and regulations.

NOTES: _____

SECTION 5. Authorized examinations, given within the commuting area, for filling positions located on the Center will continue to be given during normal working hours on government time without charge to leave.

SECTION 6. In accordance with existing regulations, each repromotion eligible will be considered first. Management shall write and substantiate any reason for unacceptability.

ARTICLE 12

PLACEMENT, RE-HIRING, AND PROMOTIONS OF EMPLOYEES AFFECTED BY REDUCTION-IN-FORCE

SECTION 1. The Employer will notify the Union when a decision to reorganize will result in a reduction in personnel within the units. The Employer will advise the Union of the competitive levels to be affected by such reorganization or reduction.

SECTION 2. All reductions in force will be carried out in compliance with existing regulations.

SECTION 3. Career or career-conditional employees who are separated because of a reduction in force will continue to be placed on the Reemployment Priority List in accordance with existing regulations. Such employees will normally be rehired in temporary and permanent positions for which they are qualified. Acceptance of a temporary position will not alter the employee's eligibility to be offered permanent employment.

ARTICLE 13

DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. Any unit employee who is temporarily assigned/detailed to any higher graded position on a non-competitive basis for more than 10 (ten) working days shall be temporarily promoted to that position. The employee shall receive pay retroactive to the start of the first day assigned/detailed. Temporary promotions will be made from among qualified employees.

NOTES: _____

ARTICLE 14

OVERTIME

SECTION 1. Overtime worked will continue to be paid for pursuant to current pay laws and regulations including all shift differentials where applicable.

SECTION 2. Management reserves the right to determine when overtime work is to be performed and the craft or trade which is to perform the work. Consistent with mission requirements, priority consideration for overtime will be given to those crafts or work centers in which the need for overtime work occurs.

SECTION 3. Employees will be notified of all scheduled overtime as far in advance as possible. At least one day or a minimum of four (4) hours will be given, except in case of emergency. In emergency cases of unscheduled overtime, it is recognized that little advance notice may be possible because of unforeseen Center mission requirements. An employee shall be excused by his/her supervisor from overtime assignments if there is another fully qualified employee, as determined by management, available, ready and willing to serve in his/her place. If an employee excused from an overtime assignment and another employee serves in his/her place, such excusal will constitute a turn or time worked for both employees. An employee who is on approved leave will not be considered as having a turn or time worked. When an employee is offered to work overtime out of his/her assigned shop or work center, it will constitute an overtime turn or time in his/her shop. Supply, CED, Public Works, and other departments as applicable will maintain records of overtime worked (using Appendix A) and will make such record available to the Union for inspection. This section will not allow employees to accumulate overtime turns or hours due. When a new employee comes into a work group after the start of a new year, his/her cumulative overtime hours on his/her starting date will be the average of the cumulative overtime hours of the entire work group.

SECTION 4. Employees who have been released on leave for any reason will not normally be permitted to perform overtime work on the same day. However, the Employer reserves the right to call in employees from leave or to assign overtime work to such employees when they determine there is work to be done that requires the special skills or knowledge and that such skills and knowledges are not available within the work force on the Center,

NOTES: _____

SECTION 5. During periods of extreme weather conditions, when the Employer determines it to be necessary to require emergency or standby crews to remain on duty when all other employees have been released on administrative leave, such crews will be selected on a rotating basis, insofar as practicable, taking into consideration such safety factors as the physical condition of employees assigned to such emergency work.

SECTION 6. Time for clean-up will continue to be allowed prior to the end of overtime shifts in the same manner as provided in Article 21, Section 6.

SECTION 7. Each employee who is required to work overtime, without prior notice, will be allowed one telephone call within the commuting area at government expense.

SECTION 8. If an employee is required to work unscheduled overtime for period exceeding 2 hours beyond the normal work day, the employer will provide up to 15 minutes with pay for a rest break.

SECTION 9. The employer reserves the right to declare an emergency such as extraordinary mission requirements, or other conditions such as civil disaster. Should the employer's stated reason be questioned, appropriate action may be taken in accordance with the negotiated grievance procedure.

ARTICLE 15

HOLIDAYS

SECTION 1. Employees are entitled to holiday benefits consistent with current regulations for all Federal holidays now prescribed by law and any that may be added by Federal Statute or Executive Order. Holidays designated by Executive Order will be observed as legal holidays.

NOTES: _____

ARTICLE 16

EXCUSED ABSENCE

SECTION 1. In the event of extreme weather conditions or disaster such as floods, high winds, earthquakes, or other acts of God that would cause hazardous driving conditions or have other adverse effects on employees, the Employer will advise the Union when a decision has been reached to grant excused absence.

SECTION 2. In accordance with existing regulations, employees will be granted excused absence to vote in Federal, State and local elections when polling hours preclude voting during non-working hours. Excused absence will also be granted for the purpose of taking physical examinations required for determining eligibility for the various Armed Forces Reserve programs.

SECTION 3. An absence from duty of less than an hour may be excused when the reason is justifiable to the Employer.

SECTION 4. Excused absence shall be granted for a period not to exceed four (4) when participating in blood bank drawings.

ARTICLE 17

LEAVE WITHOUT PAY

SECTION 1. When the Employer is given adequate advance notification in writing that an employee in the unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring leave, the employee will be granted annual leave or leave without-pay whenever possible, consistent with applicable regulations.

NOTES:

ARTICLE 18

SICK LEAVE

SECTION 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

SECTION 2. Sick leave, if available, will continue to be granted to employees when they are incapacitated from the performance of their duties by illness or injury or in other circumstances as set forth in applicable regulations.

SECTION 3. Sick leave absence in excess of three (3) working days (48 hours in the Fire Division) must be supported by a medical certificate, to be submitted within fifteen (15) calendar days after return to duty. In lieu of a medical certificate, the employee's signed or oral statement explaining the nature of his/her illness may be accepted when the illness did not require the services of a practitioner. When management has reason to believe an employee is abusing sick leave, medical certificates will, upon specific notice, be required for absences of less than three (3) working days (48 hours in the Fire Division).

SECTION 4. When an employee who is injured on-the-job, is given a light duty slip by his/her primary health care practitioner as approved by the Industrial Medical Officer, light duty may be assigned to the employee for a reasonable period of time.

SECTION 5. When an employee is unable to report for work due to illness or injury, the employee will notify his/her supervisor within two hours after the start of his/her shift, unless circumstances make it impossible. If the supervisor is unavailable, the employee shall notify the next higher level supervisor or leader, as applicable. Notification does not necessarily mean sick leave for the absence is approved.

NOTES: _____

SECTION 6. Advanced sick leave will be administered to all employees in accordance with current regulations. Requests for advanced sick leave must be accompanied by certification from an accredited primary health care practitioner. However, sick leave will not normally be advanced for periods of five (5) days or less when the employee has annual leave available.

SECTION 7. Medical certificate is defined as a written statement signed by a registered practicing physician or other practitioner certifying to the period of disability of the patient while undergoing professional treatment. Where circumstances require, management may require medical documentation as defined in CPI 339. In either case, the employee will be notified of the specific information requested.

ARTICLE 19

SENIORITY

SECTION 1. Wherever used in this Agreement and wherever not in conflict with existing law or directives of higher authority, seniority shall be defined as total creditable federal service reflected in the employee's service computation date, which is posted in item No. 7 of his/her Standard Form 50. This applies to Article 20.

SECTION 2. However, in shift work the seniority factor stated in Section 1 of this Article will not be used. For shift assignments, seniority is defined as total service within that department.

NOTES: _____

ARTICLE 20

ANNUAL LEAVE

These provisions are applicable to the graded and ungraded employees of the Center, except for Security Department employees covered under Article 28.

SECTION 1. Employees will continue to accrue annual leave in accordance with applicable laws and regulations.

SECTION 2. Annual leave will be granted to employees in accordance with applicable laws and regulations consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

SECTION 3. The granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. Employees will be permitted to schedule leave throughout the year in accordance with applicable regulations, consistent with workload, to prevent forfeiture of leave.

SECTION 4. Annual leave will be scheduled from 1 April to 31 March of the following year. However, any use-it-or-lose-it leave must be used by the end of the last pay period of the leave year. Requests for annual leave for one or more weeks duration will be submitted in writing to the supervisor by 1 March. Supervisors will complete the leave schedule no later than 1 April. Employees and designated Union representatives will be allowed to examine such schedule upon request. If a conflict arises during scheduling, the employee with the greatest seniority will be given first choice of desired time, with subsequent choices based on the same criteria. Once an employee has made his or her selection, he/she will not be permitted to change his/her selection when such change will disturb the choice of another employee. Supervisors may approve a change in selection provided another employee's choice is not disturbed. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be provided to the affected employee (s), at least thirty (30) calendar days in advance of anticipated vacation, if practicable.

SECTION 5. When an employee requests annual leave on his/her birthday, his/her request will be given every consideration for approval provided that granting such leave does not affect the operating efficiency of the organization element involved.

NOTES: _____

SECTION 6. In the event of a death in the immediate family, an employee shall be granted a reasonable amount of leave.

ARTICLE 21

HOURS OF WORK

SECTION 1. The basic work week of five-(5) eight-(8) hour days will normally be scheduled Monday through Friday. A thirty (30) minute-lunch period will normally be scheduled daily between the hours of 1100 and 1300. The Employer retains the right to adjust the work week. Whenever a change in the work week currently in effect is necessary, the Employer will hold mutual discussions with the Union prior to making such change. It is agreed that employees will be at their assigned work area ready to perform his/her job at the scheduled starting time of their shift.

SECTION 2. Alternative work schedules will be in accordance with the agreed upon CBC NOTE 12620, current departmental agreements or either of their succeeding revisions. The Union and Employer agree to promote the basic objective of alternative work schedules.

SECTION 3. Rest period will be granted according to applicable rules and regulations. Such rest periods will normally be taken in the employee's assigned work area, unless authorized otherwise by the immediate supervisor.

SECTION 4. On steam plant watches where employees are on a three (3) shift basis, work schedules will be rotated so that all employees will have the opportunity to have weekends and holidays off on an equitable basis. An employee will not be required to work more than six (6) of the seven (7) days in an administrative work week except in emergency situations.

SECTION 5. In the event of a breakdown of public transportation services or disasters such as fire, floods or other Acts of God that cause hazardous traveling conditions, and excused absence is not granted to employees, the Employer will consider permitting employees to depart early with time off charged to annual leave. When one or more of the above conditions exist, and an order is not issued to permit early departure, a request by an employee for annual leave to permit early departure may be granted by his/her supervisor.

NOTES: _____

SECTION 6. When necessary, the Employer will establish time prior to the beginning of lunch period and at the end of the shift for clean-up of work areas, stowing of tools and for personnel clean-up where required for personal hygiene. No employee will be required to remain beyond the end of the work day for this purpose. Changes to currently established times will be a matter for consultation between the parties.

SECTION 7. When Public Works service functions are required on an around-the-clock basis, employees assigned to these functions will be allowed to work on rotating or non-rotating shifts as determined by the majority of the employees within any functional area by secret ballot.

SECTION 8. If an employee reports for work at the prescribed starting time on a scheduled work day and is prepared for and remains capable of but is prevented from performing his/her regularly assigned duties by circumstances beyond his/her control, the Employer will attempt to keep the employee gainfully employed by assigning him to other duties.

ARTICLE 22

EMPLOYEE MORALE

SECTION 1. The Union will have one representative on all appointive committees (e.g. EEO, Safety, etc) that affect members of the unit, unless the appointing official advises the Union in writing that Union membership is not permitted. Management will advise the Union of those committees on which Union membership is deemed appropriate.

SECTION 2. Information regarding actual number of employees on board will be made available to the Union officers.

SECTION 3. When a payday falls on a regularly scheduled holiday, the Employer will make every effort to pay employees on the previous day.

SECTION 4. If practicable, the Employer will continue arrangements presently in effect for providing handy and convenient parking spaces for employees near the work area. Parking spaces reserved for specific individuals or codes will be limited to CBC department heads, the Commanding Officer and the Executive Officer. The contents of this section will not restrict the assignment of parking spaces for use by government vehicles, visitors, and handicapped employees.

NOTES: _____

SECTION 5. The Employer will continue to provide tools and equipment currently being provided to employees for the accomplishment of their duties. In the event a tool which is the personal property of the employee is stolen or damaged through no fault of his/her own, the Employer will process a claim for replacement based upon its fair value, as provided for in applicable regulations.

SECTION 6. The Union will be notified by the Employer of serious illness, injury or death of an employee so that the Union may extend benefits to which the employee and his/her family may be entitled.

SECTION 7. The Union will provide Notary Public service for employees of the Center,

SECTION 8. Any item, record or article of information removed by the Civilian Personnel Office from an employee's personnel file and intended for permanent removal, shall be returned to the employee.

SECTION 9. The Employer will make a reasonable effort to maintain adequate and up-to-date ventilation, heating and cooling of buildings affecting employees' health, welfare and morale in accordance with applicable regulations and energy conservation measures.

SECTION 10. The Employer agrees not to perform the work of a collection agency for debts allegedly accrued by an employee to a private individual or firm. All employees are expected to pay promptly all just financial obligations. In the event of a dispute between an employee and a private individual or firm, the Employer will not take action against the employee until the dispute has been resolved or the indebtedness is supported by court order or court judgment. This provision will be applied in accordance with the debt collection act.

NOTES: _____

SECTION 11. The Union recognizes the Employer's responsibility and right to provide suitable technical training and improved personnel support facilities for military personnel by means of the Self-Help Program, homeport training projects and any other programs authorized by higher authority. The Employer recognizes its responsibility to ensure that Union officials understand the purposes of various military labor programs and that competition with the Public Works Department's Civil Service employees is neither contemplated nor desired by the Employer. In compliance with DOD Directive 1135.2 dated 14 January 1975 and subsequent revisions, assignment of military personnel to positions vacated by civilians working in the area of maintenance, repair and construction of real property who have been reduced-in-force, will be made only in accordance with the current directive. However, military personnel may be assigned to fill positions which become vacant through normal attrition. In order to minimize misunderstandings by employees, the Public Works Officer will serve as the point of contact for questions regarding the use of military labor for the maintenance, construction and repair of real property.

ARTICLE 23

THEFT

SECTION 1. The Union reorganizes that the theft of government property is a violation of law, the United States Code and a serious breach of employee conduct. Therefore, the Union agrees to cooperate with the Employer's efforts to eliminate theft, fraud, waste, and abuse. Violators may be subject to criminal prosecution as well as disciplinary action.

NOTES: _____

ARTICLE 24

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employer agrees to continue the established Civilian Employees Assistance Program and to cooperate with the Union in making these services available to employees.

SECTION 2. The chief principles of the program are:

- a. To recognize alcoholism as a treatable illness.
- b. To recognize drug abuse as a treatable health problem.
- c. That for purposes of the policy, alcoholism and drug abuse are defined as health problems in which the employee's job performance is impaired as a direct consequence of the use of the substances.
- d. That employees with problems of alcohol abuse, drug abuse, or other emotional /behavioral problems will receive the same consideration and offer of assistance that is extended to employees having any other illness or health problem.
- e. That sick leave will be granted for the purpose of treatment or rehabilitation as with any other illness,
- f. That the confidential nature of medical and counseling records of employees with alcohol abuse, drug abuse, or their personal problems will be properly safe guarded.
- g. That employees who suspect they may have an alcohol or drug abuse problem, even in the early stages, and those who reorganize that they have a personal problem not involving substance abuse, are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the individual (s) designated to provide such service.
- h. That no employee will have his/her job security or promotion opportunities jeopardized by his/her request to designated personnel for counseling and referral assistance, except as limited by laws relating to sensitive positions.

NOTES: _____

SECTION 3. Employees whose conduct or job performance appears to be impaired over a period of time as a possible consequence of alcohol /drug or other serious emotional/behavioral problems will be given an opportunity to obtain counseling assistance. An employee may be requested by the Employer to contact an appropriate counseling facility. Employees may voluntarily seek such assistance from their supervisor, the Civilian Personnel Office, a Union official, the Civilian Employees Assistant Program, or other appropriate recognized counseling facility. Refusal by the employee to utilize such assistance or to satisfactorily complete the program may subject the employee to disciplinary or adverse action based on job performance or conduct.

SECTION 4. While each case must be considered on its own facts and merits, disciplinary action may be warranted for acts arising out of the basic Incident, such as assault on an employee, damage to personal or government property, spoilage of work products, etc.

SECTION 5. The Employer will conduct an education program for all employees to ensure that they are aware of the benefits to be derived from the employer's rehabilitation program, and to discourage alcohol and drug abuse,

NOTES: _____

ARTICLE 25

SAFETY AND HEALTH

SECTION 1. The Employer will make every effort to provide and maintain safe working conditions for employees, The Union will cooperate to that end and will encourage all employees to work in a safe manner. Each employee has a primary responsibility for his/her own safety and has an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The Employer will welcome suggestions which offer feasible ways of improving safety conditions. Supervisors will instruct employees in safe working practices.

SECTION 2. Ambulance service and emergency treatment to employees shall be provided in cases of on-the-job accident, injury or illness.

SECTION 3. In the performance of work of a hazardous nature, the Employer shall take all precautions necessary to minimize the possibility of accident or injury to employees,

a. If, in the course of employment, an employee reasonably believes that an assigned task may cause injury or death, that employee will notify his/her supervisor who will investigate the matter and provide a decision to the employee. If the employee is not satisfied with the decision, the supervisor will arrange with the Safety Office for an investigation and decision.

b. The union will be notified of the employee's action.

SECTION 4. Adequate rest room and toilet facilities shall be provided all work areas of the center and such facilities shall be supplied with heat, hot water, soap and towels, where practicable in accordance with energy conservation measures,

SECTION 5. Whenever hazardous or unhealthy conditions exist in working areas, the steward may call this condition to the attention of supervisor (s) in the working area in question. If the problem is not resolved, the Union may present the problem to progressively higher levels of supervision, up to and including the Commanding Officer,

SECTION 6. No employee shall be required to lift or operate machinery or equipment which requires physical exertion beyond the limits imposed by current Federal laws or regulations. Such laws and regulations will be made available to the Union upon request.

NOTES: _____

SECTION 7. In Inclement or rainy weather, crews will be transported in covered trucks or pickups with adequate seating and safety equipment.

SECTION 8. Crane operators, mechanics, and equipment operators who work more than twelve (12) hours in any twenty-four (24) hour period, will have safety factors and fatigue considered in making further assignments.

SECTION 9. A qualified fire-watch, as determined by the Fire Division, will be provided when required for welding, burning, gasoline handling or other hazardous or operations.

SECTION 10. The employer recognizes the right of employees, working in NCBC occupied buildings to an environment free of contaminants. Use of tobacco shall be prohibited in all work areas/buildings as per the new CBCINST or subsequent revisions.

SECTION 11. The Employer will make every reasonable effort, within available funding and other restrictions, to ensure that those employees whose duties involve moderate to high visual demand on video display terminals (VDT) get necessary work breaks, adjustable chairs and furniture for equipment, and proper video monitor placing to enhance employee comfort and productivity. The Employer will use NAVMED P5112, Navy Environmental Health Bulletin, as its guide in achieving the above.

SECTION 12. The Employer will notify the Union of any scheduled safety inspections so a representative of the Union can attend the inspections.

SECTION 13. When an employee is required to have a physical by the Employer and a medical discrepancy is noted, the employee may be ordered to take a fitness-for-duty examination under the following conditions: (1) the agency determines that the medical examination is necessary primarily for the benefit of the Government; (2) the physician is board-certified in the appropriate medical specialty, and acceptable to the agency; and (3) the physician submits a complete report of the examination directly to the agency. When an agency obtains a fitness-for-duty medical examination, whether by a Federal medical officer or an employee-designated physician, there will be no cost to the employee. This provision will be applied in accordance with CFR 339.

SECTION 14. When an employee sustains a work-related injury, the employee will be notified by the Employer of his/her rights, requirements, and entitlements under the Federal Employees Compensation Act (FECA). The Union will be afforded an opportunity to be present at this meeting if requested by the employee.

NOTES: _____

ARTICLE 26

WORKING CONDITIONS

SECTION 1. Whenever possible, consistent with workload, employees shall not be required to work outside during severe adverse weather conditions.

SECTION 2. Whenever authorized officials of the Union make representation to the Employer relative to working conditions caused by severe adverse weather situations, the Employer will hold mutual discussions with the Union and take their recommendations into consideration before making a determination regarding the conditions in question.

SECTION 3. The Employer shall supply safety shoes, gloves, glasses, aprons, raingear, rubber boots and other protective equipment to employees whose work requires such protection, as determined by the Safety Office. In lieu of government furnished safety shoes, employees may elect to purchase safety shoes of their own choice, provided that the shoes conform to specified standards. Upon confirmation by the Safety Office that the shoes are satisfactory, the employee may present his/her receipt and be reimbursed in an amount equal to the cost of government furnished shoes or the actual cost of the purchased shoes, whichever is less.

NOTES: _____

ARTICLE 27

TRAINING

SECTION 1. The Employer shall continue its training program for unit personnel consistent with the needs of the Center.

SECTION 2. The Employer will conduct job related training and development courses, within funding constraint for employees to improve operating efficiency and to provide employees with an opportunity for self-improvement.

SECTION 3. Each employee of the unit shall have an equal opportunity to participate in training consistent with his/her qualifications and work experience as they pertain to course requirements.

SECTION 4. The Employer shall recommend approval of enrollment of employees in job-related military correspondence courses. Similar consideration will be given to job-related civilian correspondence courses.

SECTION 5. The Employer shall hold mutual discussions with Union prior to preparing policies and programs concerning the training of unit personnel.

SECTION 6. When new job ratings replace current job ratings, employees adversely affected by the change shall be assisted, if needed, to qualify them for satisfactory performance in the new rating.

SECTION 7. Employees receiving training required by the Employer shall be in a duty status during such training. The Union agrees to encourage civilian employees to participate in self-development activities in order to better qualify themselves in their work or profession to contribute to their general overall growth and enlightenment as individuals.

SECTION 8. The Employer will provide job orientation and training as required for employees who become physically disqualified for their current assignment but meet the basic requirements of and are placed in job vacancies, in accordance with the established policy for placement of the handicapped.

NOTES: _____

SECTION 9. In the event of a reduction-in-force, the state Employment Service will be contacted and provided with a list of employees adversely affected in order for the State Employment Service to determine the employees' eligibility for training programs sponsored or monitored by the State Employment Service.

SECTION 10. The Employer agrees to consider requests for leave (annual or leave without pay) for brief periods to permit an employee opportunity to pursue a program of study which will enhance the value of an employee to the Employer, in accordance with applicable rules and regulations.

ARTICLE 28

SECURITY WORKING CONDITIONS

PART I - FIRE DIVISION

SECTION 1. The normal pattern of work in the Fire Division is a two shift (2 platoon) system with each shift alternating 24-hour tours of duty. The normal tour of duty excluding Fire Inspectors is from 8:00 AM to 8:00 AM the following day. The 24-hour tour of duty will normally consist of 8-hours of work, 8-hours of standby time and 8-hours of sleeping time.

SECTION 2. In the Fire Division, Rotating Furlough days will take effect. Employees will be given every consideration in their choice of days off and days off will be posted by the Employer for one year periods. Members of the unit, with the Employer's approval, may trade days off with other members of the unit. A memo stating the trade will be submitted.

SECTION 3. Scheduling of days off will be arranged in such a manner that all members of the unit will qualify for the established bonus for scheduled Sunday work in addition to other premium pay regularly received.

SECTION 4. The Employer retains the right to adjust the work week. Whenever a change in the work week currently in effect is necessary, the Employer will consult with the Union prior to making such change.

NOTES: _____

SECTION 5. The Employer retains the right to assign employees. However, In order to give consideration to the wishes of the employees as to shift assignments, the Employer will use the following system to make selections for change in shift assignment:

a. A perpetual shift change log will be established. Any employee may place his/her name on this log to request a change in his/her work shift assignment. The request for change will be considered in the order in which they are recorded on the log and will remain in effect until a shift change is made or until the employee requests that his/her name be removed from the log.

b. Vacancies on shifts will be filled with first consideration being given to the employees on the work shift change log. The Employer reserves the right to determine the qualifications (e.g. including grade levels) of personnel necessary for each shift,

c. In the case of involuntary shift changes, primary consideration will be given to changing the shift of the least senior employees.

d. Employees who change shifts voluntarily and involuntarily will fall in the rotating Kelly day slot where vacancy occurs.

SECTION 6. Firefighters GS-6 and below will be allowed to "trade time" (substitution for one another at the same grade level on a shift or some part thereof) if the following criteria are met: (Trade time for other than grade for grade will be considered under extenuating circumstances with justification.)

a. The trading time is done voluntarily by employees participating and not at the behest of the Employer.

b. The reason for trading time shall be based on the employee's desire or need to attend to any personal matters.

c. The Employer will not ask or assume the employee's reason for the "trade time" request.

d. Disapproval shall be based only on the scheduling requirements of the mission.

e. The trading employees will assume the duty roster positions of each other, i. e. inspections.

NOTES: _____

- ees.
- f. A record will be maintained by the Employer of all time traded by the employees.
 - g. The period for which time is traded must occur within the same pay period.
 - h. Comply with applicable regulations.
 - i. Have prior approval by the Assistant Fire Chief.
 - j. Submit the request at least 24 hours in advance and in writing.

SECTION 7. Management will keep a log of long time overtime and short time overtime. All Firefighters GS-6 and below will be placed on these logs.

a. All employees will be allowed to have another employee work their overtime providing the needs of the department are met as per the Assistant Chief or Fire Chief, with the obligated employee's (employee usually at the top of the log) name being placed at the bottom of the log.

b. In the event that overtime is needed, the employees on "Regular Day Off" will have first option to work said overtime.

SECTION 8. Sick leave absence in excess of 48 hours must be supported by a medical certificate to be submitted within fifteen (15) calendar days after return to duty. In lieu of a medical certificate, the employee's signed or oral statement explaining the nature of the illness may be accepted when the illness did not require the services of a practitioner. When management has reason to believe an employee is abusing sick leave, medical certificates will, upon specific notice, be required for absences less than 48 hours.

NOTES: _____

SECTION 9. Employees entitled to annual leave will be granted leave in the following manner:

a. Employees will select one desired period of leave each. This period of leave may not be less than one (1) calendar week, nor normally more than four (4) calendar weeks, subject to the limitations that are within the prime vacation time between the first full week in June and the closing week of September, no employee can normally have more than three (3) consecutive calendar weeks. After each employee has had an opportunity to select a leave period in the order provided, this process will be repeated until all employees have scheduled all the leave they wish to schedule or have declined further leave. This selection will be made during the period of 1 December of the preceding year through 1 March. If more than two (2) employees request the same period of leave time, grade and seniority (seniority as defined in Article 28, Section 9(b)) will take precedence. The less senior employee's first choice for vacation will take precedence over the most senior employee's choice for vacation. Not more than two (2) employees on each shift may be absent on annual leave at any one time.

b. In regards to choosing vacation slots, seniority criteria will be in the order as follows, (a) Grade, (b) Time in Department (Fire Division) Date of most recent hire-involuntary unbroken time in department.

c. Involuntary shift changes in regards to scheduled annual leave, management will make every effort to keep the vacation dates the same for the affected employee. Voluntary shift change in regards to annual leave, availability of the annual leave will take precedence.

d. Approval of requests for annual leave for unforeseen or emergency reasons will be given every possible consideration.

e. Employees will be permitted to schedule leave throughout the year, consistent with workload, to prevent forfeiture of leave.

f. When an employee requests annual leave on his/her birthday, his/her request will be given every consideration for approval provided that granting such leave does not affect the operating efficiency of the organizational element involved.

g. In the event of a death in the immediate family, an employee shall be granted a reasonable amount of leave.

h. Management may grant in advance 24 hours of annual leave if minimum manning requirements are met, i. e., 11 men scheduled for the shift.

NOTES: _____

SECTION 10. The Employer will continue to provide adequate and modern sleeping and cooking facilities to Fire Division personnel, including but not limited to, cooking and eating utensils, cleaning equipment, etc.

a. In the Fire Division, outside of actual work hours and except during an emergency call or duty assignment during stand-by time, employees may engage in recreational activities such as, but not limited to, sleeping, checkers, card games, basketball, badminton, jogging, volleyball, and weight training, provided such activities do not interfere with the primary function of the fire division. Recreational activities will not be permitted in the fire alarm office.

b. Personal visitations by family or friends are not authorized during normal working hours. Visitation areas after normal working hours will be restricted to the dining area, picnic area, horseshoe pits or front office of Building 430 only. All children will be supervised by parents or guardian at all times and will be allowed to use the pool table only when their sponsor is present.

c. In the event the stove or microwave or any Fire Division appliance is inoperative, or in a state of poor repair, the Employer shall apply highest priority arrangements for repair or replacement and provide for alternate means of cooking during the interim.

SECTION 11. Inspections at random times will be done in such a manner that the inspections will be fully effective (i. e. , occupancy load, operation hazards) and will be rotated as equally as practicable among GS-5 and below firefighters. Whenever possible, employees working overtime will be exempt from these duties.

SECTION 12. Providing that a non-participating member of the engine company is monitoring the radio, a fully manned engine company may use on-base recreation facilities open to civilian employees between 1600 and 2200 hours, Monday thru Friday. Weekend and holiday usage of the above cited facilities may commence after the scheduled workday is completed.

NOTES: _____

PART II - POLICE DIVISION

SECTION 1. The normal pattern of work within the Police Division is a three shift system. The day shift is from 0700 to 1530, the swing shift from 1500 to 2330 and the graveyard shift 2300 to 0730. Employees are free from all duty obligations (except those of an emergency nature) during their scheduled one-half hour lunch period.

SECTION 2. The Employer retains the right to adjust the work week. Whenever a change in the work week currently in effect is necessary, the Employer will consult/negotiate with the Union prior to making such change.

SECTION 3. The Employer retains the right to assign employees. However, in order to give consideration to the wishes of the employees as to shift assignments, the Employer will use the following system to make selections for change in shift assignments:

a. Vacancies on shifts will be filled with first consideration given to the senior employees of the department. All shift changes are approved by the Employer. New employees normally will be assigned to the day shift for up to sixty (60) calendar days for training and indoctrination before being assigned to the graveyard shift.

b. In the case of involuntary shift changes, primary consideration will be given to changing the shift of the least senior employees.

c. Employees who change shifts will be assigned the days off from among those remaining days off available on the shifts.

SECTION 4. In the Police Division, work performed on Sunday, when Sunday is a regularly scheduled work day, is compensated for by payment as an established differential for Sunday work. If more employees want Sunday work than are required for staffing, then seniority within each grade level will determine those assigned to Sunday shifts. If less than the number required to man the shift want Sunday work, then the shift compliment will be met by assigning the employees with the least seniority. When an employee is reassigned from a Sunday shift at his/her request, he/she will be placed at the bottom of the seniority list for reassignment back to Sunday work.

SECTION 5. In the Police Division, days from which an employee may choose to schedule his/her days off will be specified by the Employer. Certain positions, such as traffic control positions, will have specified days off.

NOTES: _____

a. A perpetual request for change of days off log will be established. Any employee may place his/her name on this log to request a change in his/her days off assignment. The requests for change will be considered in the order in which they are recorded on the log and will remain in effect until a change is made or until the employee requests that his/her name be removed from the log.

b. Vacancies for days off will be filled with first consideration being given to employees on the change log. All changes are approved by the Employer. The request of unit employees for a change of days off from those already assigned shall become effective no later than thirty (30) days after a vacancy occurs, if practicable.

c. Whenever an involuntary change of days off is necessary, the Employer will consult with the Union except when such action may be necessary to carry out the mission in situations of immediate urgency.

SECTION 6. Police officers will normally be provided a minimum of twenty-four (24) hours notice when their presence is required at Court Martial s.

SECTION 7. Employees will continue to accrue annual leave in accordance with applicable laws and regulations.

SECTION 8. In the Police Division, employees entitled to annual leave will be granted leave in the following manner:

a. The Employer will issue a leave schedule for each shift. This schedule will divide the leave year into calendar weeks.

b. Each employee will select one desired period of leave. This period of leave may not be less than one (1) calendar week nor normally more than four (4) consecutive calendar weeks subject to the limitation that within the prime vacation time between the first full week in June and the closing week of September, no employee can normally have more than two (2) consecutive calendar weeks. After each employee has had an opportunity to select a leave period in the order provided below, this process will be repeated until all employees have scheduled all the leave they wish to schedule or have declined further leave. This selection will be made during the period 1 January through 1 February. Selections will be made in the following order: (1) policemen in order of seniority; (2) guards in order of seniority. No more than two (2) employees within the Police Division on each shift may be absent on annual leave at any one time. Any combination of policemen or guards is permissible.

NOTES: _____

SECTION 9. Leave not scheduled in accordance with the procedures outlined above in this article may be requested on an individual basis and will be granted when manpower requirements permit.

SECTION 10. Approval of requests for annual leave for unforeseen or emergency reasons will be given every possible consideration.

SECTION 11. Employees will be permitted to schedule leave throughout the year, consistent with workload, to prevent forfeiture of leave.

SECTION 12. When an employee requests annual leave on his/her birthday, his/her request will be given every consideration for approval provided that granting such leave does not affect the operating efficiency of the organizational element involved.

SECTION 13. In the event of a death in the immediate family, an employee shall be granted a reasonable amount of leave.

SECTION 14. There will be no changes in the prescribed dress uniform without prior notification to the Union.

SECTION 15. Employees of the Police Division will be authorized to remove outer garments of the uniform for personal comfort during the warm weather season. A short or long sleeve shirt with a convertible 2-way type collar that can be worn with or without a necktie may be worn. If the shirt is worn without a necktie, the uniform jacket must be removed. Under extreme conditions neckties may be removed when wearing the conventional collared shirt with permission of the Employer. The optional police nylon jacket with the fur collar may be worn during cold weather and on night patrol duty.

SECTION 16. CBC police officers will be authorized to wear the new coverall uniform during inclement weather.

ARTICLE 29

TEMPORARY DUTY TRAVEL

SECTION 1. The Employer will make every possible effort to schedule temporary duty travel time within an employee's regularly scheduled hours of duty. An employee may depart from a temporary duty station the morning following completion of a temporary duty assignment to prevent travel during off-duty hours when not required to be at the permanent duty station the first thing the next morning.

NOTES: _____

a. When mission accomplishment requires an employee to travel to a work site on a non-workday, the employee's work schedule will be changed so that the period of travel to the temporary duty site occurs during the employee's scheduled hours of work. The travel time is measured as that period required to travel between the permanent duty site under normal travel conditions. However, In no case will the employee's work schedule be changed to consist of more than eight hours In a work status on a normal non-workday. Normally, their eight hours will be scheduled to occur between 0600 and 1800.

SECTION 2. The Employer will assist employees when requested to process travel requests and claims so that unnecessary delays and hardships on the employee will be avoided whenever possible. Employees will be given an opportunity to explain questionable travel claims and to correct minor errors and omissions . The Employer will attempt to resolve travel claim problems by telephone prior to returning a claim to the employee for correction.

SECTION 3. Any TDY scheduled which is directly under the control and authority of the Center will be scheduled to provide for the employee to travel during the normal work week, whenever practical. If the Employer requires an employee to travel outside normal working hours, the employee will be compensated in accordance with current regulations. When on TDY status, overtime work will not be performed outside of the regularly scheduled duty hours without prior approval of the Employer. When it is necessary to schedule an employee on temporary duty to arrive at his/her destination after 2400 hours, he/she will be given eight (8) hours rest and/or time off from the time he/she checked into his/her hotel, before reporting to the Installation or his/her place of duty, except in emergency situations for mission requirements, or when the employee so elects.

NOTES: _____

ARTICLE 30

DISCIPLINARY/ADVERSE ACTIONS

SECTION 1. Employer will take disciplinary/adverse actions only for just cause, and be supported by evidence as required by law.

SECTION 2. The Union will be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation. The Employer shall annually inform employees of their rights under this Section. When the Employer plans to hold a formal discussion, procedures described in Article 2, Part II, Section I.c. will be followed.

SECTION 3. When an employee is entitled to and has a personal representative and there is a requirement that the employee be provided with a notification of any matter related to a complaint, the representative will be provided a copy of the notification.

SECTION 4. In disciplinary/adverse action cases, the notice of action or proposed action should be delivered to the employee within a reasonable amount of time following the event which caused the action.

SECTION 5. It is understood that proposed disciplinary/adverse actions carry the right to reply orally and in writing. Therefore, these proposed actions may not be contested under the provisions of Article 31, Grievance Procedure.

SECTION 6. In the event the decision is made to effectuate the proposed, or less severe, disciplinary/adverse action, the employee shall be informed of his or her right and time frame to grieve the decision through the negotiated grievance procedure or the statutory procedure, if applicable, but not both.

SECTION 7. The Employee must be given the opportunity to read and initial any document placed on file which is introduced to support disciplinary/adverse action at a later date.

NOTES: _____

ARTICLE 31
GRIEVANCE PROCEDURE

SECTION 1. The parties of this Agreement and any employee who is part of the unit defined in Article 1, Section 2, may present? grievance on any matter covered by this grievance procedure. It is recognized that the Union is required to present sufficient facts, testamentary and/or documentary, relating to complaints, grievances, appeals or problems encountered in order to facilitate appropriate and timely resolution or action.

SECTION 2. This negotiated procedure shall be the exclusive procedure for use by the parties in processing grievances, and disciplinary/adverse action matters, except as prohibited by law or described below. For disciplinary/adverse action matters, the employee may use the negotiated grievance procedure or the prescribed appellate procedure, if applicable, but not both. Specific exceptions to the negotiated grievance procedure include:

- a. Prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal under 5 USC 7532 (National Security);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in reduction in grade or pay of an employee;
- f. Termination of temporary or excepted appointments;
- g. Termination of a temporary position;
- h. Non-selection from a properly constituted list of eligibles for promotion;
- i. Reduction in force;
- j. Termination of a probationary employee;
- k. The adoption or non-adoption of a beneficial suggestion;
- l. EEO complaints;
- m. Letters of caution;
- n. Any suspension, revocation, probation, or any other action affecting an employee's driving privileges or record, or any citation issued by the Security Department. (This does not preclude a grievance concerning any disciplinary/adverse personnel action which results from loss of driving privileges) .

NOTES: _____

SECTION 3. The Employer and the Union expect employees and supervisors to settle grievances as Informally and expeditiously as possible.

SECTION 4. When more than one employee has an Identical grievance (the dissatisfaction expressed and the relief requested are the same), the Union will select an Individual case for processing under this grievance procedure. The final decision on the case selected will be binding on the other cases.

SECTION 5. Grievances may be presented and processed by:

(a) An employee on that employee's own behalf; in which case the Union will have the right to be present during the settlement proceedings ;

(b) An employee with representation appointed by the Union;

(c) The Union on behalf of the employee;

(d) The Union In Its behalf; or

(e) The Employer.

SECTION 6. Employee grievances (Section 5a, 5b, 5c, or 5d above) will be processed in accordance with the following procedure, using the NAGE grievance form (Appendix B) .

Step 1. The grievance will be Informally presented either orally or in writing to the employee's Immediate supervisor within 15 working days after the employee becomes aware of the matter about which he/she is aggrieved. If resolution of the employee's grievance is not within the authority of the supervisor, the Parties will refer the matter to the management official having such authority to resolve. The employee will be informed of the findings within five (5) working days of the date upon which the employee presented his/her grievance. If the employee's grievance is not resolved, the grievant may Informally present it either orally or In writing to successively higher levels or management, including his/her Division Director. In each instance, the employee's grievance must be presented to the next higher level of management within five (5) working days after receiving a decision from a management official. Up to this point, the employee will be Informed, orally or in writing, of a decision on his/her grievance within five (5) working days. In the event a disciplinary/adverse action is initiated by a management official, and the employee elects to grieve, the grievance will be presented to the next higher level management official.

NOTES: _____

Stop 2. If the grievant is not satisfied with the decision of the Division Director and wishes to grieve further, he/she must reduce his/her grievance to writing and forward it to his/her Department Head within seven (7) working days after receiving the Division Director's decision. The grievance will:

- a. Be signed by the employee or his/her designated Union representative,
- b. Be specific regarding the nature of the grievance.
- c. Be specific regarding the personal relief requested.

The Department or Staff Office Head will meet with the employee, his/her designated Union representative and appropriate management officials within ten (10) working days after receipt of the grievance. The Department or Staff Office Head will provide the employee a written decision within ten (10) working days after completion of the meeting with the employee.

Step 3. If the grievance is not settled at Step 2 of this procedure, the grievant may submit his/her written grievance to the Commanding Officer. If the employee elects to submit his/her grievance to the Commanding Officer, he/she must do so within seven (7) working days after receipt of the Department or Staff Office Head's written decision. Within seven (7) working days of receipt of the grievance, the Commanding Officer will either render a decision or will meet the aggrieved party. When the Commanding Officer determines that such a meeting is necessary, his/her decision will be rendered within seven (7) working days of the date of the meeting. If the employee is not satisfied with the Commanding Officer's decision, the Union may invoke arbitration.

SECTION 7. Union/Employer grievances (Section 5d or 5e) over Interpretation or application of this agreement or any law, rule, regulation affecting conditions of employment not concerning the employment of any specific employee will be resolved through the following procedure:

a. Grievances Initiated by either party will be submitted in writing to the other party within 15 work days from the date on which the grievable incident occurred or the moving party first became aware of being aggrieved. Within seven (7) working days of receipt of the grievance, the parties' designated representatives will meet to attempt to resolve the disagreement informally.

NOTES: _____

b. If the above efforts do not resolve the dispute, the moving party may within five (5) working days, request, in writing, the other parties' official position in the matter. The responding party will provide a written answer within ten (10) working days of receipt of such request.

c. If the written response does not resolve the dispute, the moving party may invoke arbitration.

SECTION 8. The time limits in this article may be extended by mutual agreement of both parties. The Initiating party may withdraw the grievance at any time. Failure of the Initiating party to observe the time limits for any step of the procedures will entitle the other party to reject the grievance for being untimely. Failure of the other party to observe the time limits for any step of the procedure will entitle the Initiating party to advance the grievance to the next step. The response time at each step will be calculated from the beginning of the next working day after receipt of the grievance or presentation of a decision at the preceding step.

SECTION 9. The Union has a right to be represented in any discussion of formal grievances between Management and employees or employee representatives and to make known the views of the Union at the appropriate time. The right to be present during such discussion grievances is subject to security and confidentiality requirements.

NOTES: _____

ARTICLE 32

ARBITRATION

SECTION 1. Arbitration may be invoked only by the Employer or the Union to resolve grievances within the scope of the negotiated grievance procedure, except for disapproval of a quality salary increase, performance award, or other kinds of honorary or discretionary awards, and performance ratings of highly satisfactory (or the equivalent) or better. Approval by the employee(s) affected by, or involved in, a grievance is not required before arbitration is invoked. Within ten (10) working days of receipt of the final step disposition, the party desiring to invoke arbitration shall notify the other party in writing. At least 20 working days prior to the hearing, the designated representatives of the parties will meet and attempt to agree upon the issue or issues, including any question of grievability or arbitrability. The representatives shall also attempt to resolve the matters of stipulation and joint submission including material facts and the parties position with respect to the grievance and make such submission to the arbitrator within ten (10) working days of the hearing. In the event the submission cannot be agreed upon, each Party should, but is not required to make its own submission within the time limit cited and provide a copy to the other Party. Service to the arbitrator and the other Party shall be made personally or by registered mail, return receipt requested.

SECTION 2. Should a dispute arise as to the grievability or arbitrability of a grievance, that issue shall be separately submitted in writing to the arbitrator for decision. Normally, the arbitrator will rule on the grievability or arbitrability issue before the case may be submitted on the merits.

SECTION 3. After the procedure set forth in Section 1 hereof has been completed, the arbitrator shall, if the issues have not been mutually agreed upon by the Parties, determine the issues directly raised by the grievance which are unresolved.

NOTES: _____

SECTION 4. In each case where the appealing Party has submitted its summary brief in accordance with the foregoing, an oral hearing shall be expeditiously scheduled after due notice to the Parties by the arbitrator. All procedures relating to arbitration shall be determined by the arbitrator. The initiating party will normally present its case first. In cases of action covered under 5 USC 7512 and 5 USC 4303, the Employer will be considered the initiating party. The arbitrator may, at his/her discretion, vary the normal procedure under which the initiating party first presents its claim, but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs.

SECTION 5. The arbitration hearing will be held at the Center during regular day shift work hours. Whenever witnesses are used, any employee needed from work shall be released from work if on duty.

SECTION 6. The parties will request that the arbitrator's decision be rendered not later than 14 calendar days after conclusion of the hearing.

SECTION 7. The arbitrator shall have jurisdiction and authority to interpret this agreement and to apply it to the particular case under consideration.

SECTION 8. The arbitrator shall be prohibited from adding to, modifying, or subtracting from the terms of this Agreement or any supplemental written agreement of the Parties.

SECTION 9. The decision of the arbitrator shall be final, binding and conclusive except when exceptions are filed with the authority. Copies of such decision shall be sent by the arbitrator to the Commanding Officer and to the President of the Union.

SECTION 10. The compensation and expense of the arbitrator and of arbitration shall be borne equally by the Parties. Where not required by the arbitrator, either party shall have a right to a transcript at its own expense.

SECTION 11. Within five (5) working days after arbitration has been invoked, a request will be forwarded to the Federal Mediation and Conciliation Service for a listing of five (5) available arbitrators. The request will be prepared by the Employer and will be countersigned by the Union. The Parties will meet within five (5) working days after receipt of the listing to select an arbitrator. If the Parties are unable to agree on an acceptable arbitrator, then each party will alternately strike a name from the list until a single name remains. This person will be the arbitrator.

NOTES: _____

ARTICLE 33

CONTRACTING OUT

SECTION 1. The Employer will abide by the provisions of applicable laws, rules or regulations concerning contracting out.

SECTION 2. Subject to security requirements, the Employer will inform in writing, and upon request, hold discussions with the Union prior to contracting out work which may impact on members of the bargaining unit, except when such contracting has been directed by higher authorities. Nothing in this section shall limit Management's discretion to contract out work normally performed by personnel in the bargaining unit.

ARTICLE 34

EMPLOYER-UNION RELATIONS

SECTION 1. This Agreement has been negotiated in the spirit of problem resolution and reflects bi-lateralism in labor-management relations. It is the intent of both parties that labor-management conflicts arising during the life of this Agreement be resolved promptly and equitably and at the lowest possible level.

SECTION 2. Emphasis will be placed on preventing situations requiring disciplinary/adverse actions through effective labor-management relations.

SECTION 3. The Employer agrees to discuss with the Union proposed changes to personnel policies and practices, or matters affecting working conditions, not covered by this Agreement.

NOTES: _____

ARTICLE 35

DUES ALLOTMENT

SECTION 1. Effective with the first pay period occurring after the execution of this agreement the EMPLOYER shall deduct union dues from the pay of all employees who voluntarily authorize such deduction and who are employed within the Units for which NAGE holds formal recognition, in accordance with the provisions set forth herein.

SECTION 2. Union dues (the regular, periodic amounts required to maintain an employee in good standing with NAGE) shall be deducted by CBC from an employee's pay each pay roll period when the following conditions have been met:

a. The employee either is a member in good standing of NAGE, or has signed up for membership subject to the payment of his/her first month's dues through voluntary allotment as provided herein.

b. The employee's earnings are regularly sufficient to cover the amount of the allotment.

c. The employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by NAGE.

d. NAGE through its authorized official has completed and signed Section A of such form.

e. Such completed form shall be turned over promptly to the Treasurer of NAGE for transmittal to the Comptroller Office, Code 2421.

SECTION 3. NAGE shall supply to the employees involved Standard Form No. 1187 (Allotment Form), and shall be responsible for the distribution of such forms to its members and for completion of section A thereon, including the certification of the current amount of such local union's regular dues to be deducted each biweekly pay period. NAGE shall also be responsible for educating its members on the program for allotments for payment of dues, its voluntary nature and uses, and availability of the required form.

SECTION 4. Deduction of dues shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the Comptroller Office, Code 2421. However, such forms must be sent to Comptroller Office, Via the Civilian Personnel Office, Code 234, and received three (3) work days prior to the beginning of the payroll period.

NOTES: _____

SECTION 5. The amount of the union dues to be deducted each biweekly period shall remain as originally certified to on such allotment forms by its authorized union official until a change in the amount of such deductions is certified to by an authorized official and such certification of change is duly transmitted through NAGE to the Comptroller Office , Code 2421.

SECTION 6. Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by Comptroller Office, Code 2421, or a later date if requested by NAGE. Such notice of change to be effective with the start of the next pay period must be received by the Comptroller Office, Code 2421, three (3) work days prior to the beginning of the payroll period. Changes in the amount of union dues shall not be made more frequently than once each 12 months.

SECTION 7. An employee's voluntary allotment for payment of his/her union 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 formal recognition by NAGE.
- b. Transfer of the employee outside the Unit.
- c. Separation of the employee for any reason including death or retirement.
- d. Receipt by CBC of notice that the employee has been expelled or has ceased to be a member in good standing of his/her local union.

SECTION 8. The employee may terminate their union dues once a year if conditions (a) or (b) are met. Note (c) below. A Standard Form 1188 must be submitted to the Comptroller Office, Payroll Accounting Branch, Code 2421 via Civilian Personnel Office, Employee Relations Division, Coderly executed in duplicate by the individual employee.

a. If the employee has not been on dues withholding for one year (from the time the employee's dues actually started) he/she may revoke their dues on their anniversary date.

b. If employees have been on dues withholding for one or more years, dues may be revoked on the first pay period following March 1st.

NOTES: _____

c. In any event the SF-1188 must be received by the Comptroller office three (3) days prior to either the anniversary date or March 1st so that the revocation can become effective the first pay period following.

SECTION 9. NAGE having members on voluntary allotment of its union dues shall promptly notify the Comptroller, Code 2421, in writing when any such member is expelled or for any reason ceases to be a member in good standing. Such notices shall be in duplicate and transmitted to the Comptroller, Code 2421, by the NAGE which shall retain the duplicate for its records. Such notice must be received by the Comptroller by three (3) work days prior to the start of the next pay period.

SECTION 10. The Naval Construction Battalion Center, Port Hueneme through the Comptroller Office, Code 2421, shall transmit to the Comptroller, Fiscal Office, National Association of Government Employees, 285 Dorchester Avenue, Boston, Massachusetts 02127, within three (3) working days after each pay day all of the following:

a. A list in duplicate which shall contain the name, and badge number of each employee member of NAGE on voluntary allotment, and the amount of the allotment deduction made for each such employee member.

b. A check drawn by Disbursing Division Director, Code 244, Comptroller Office on the Treasury of the United States and made payable to the Comptroller, Fiscal Office, National Association of Government Employees in an amount equal to the grand total of all such monetary allotment deductions made.

SECTION 11. Neither the Employer nor the Union will knowingly continue or permit dues withholding for an employee who is no longer in the bargaining unit. When employee is no longer in the bargaining unit, it is the employee's responsibility to submit a Standard Form 1188 in duplicate to Code 2421.

NOTES: _____

ARTICLE 36

DURATION AND AMENDMENTS

SECTION 1. This Agreement will become effective upon approval by the Department of the Navy. Any supplemental agreements or changes to this Agreement arrived at by negotiation under Section 3 of this article require similar approval.

SECTION 2. This Agreement will remain in full force and effect for three (3) years from the effective date. If neither party has requested re-negotiations by the sixtieth (60) calendar day prior to the terminal date, and in the absence of a timely challenge, this Agreement will be brought into conformance with current published laws, regulations and executive orders and will be renewed for an additional two (2) year-period following review and approval by the Department of the Navy.

SECTION 3. By mutual consent of the parties, the agreement may be opened for amendment at anytime. In addition, if a change in law negates any provision of this agreement, revision of the Agreement may be required. A request for revision of the Agreement by either party will be in writing and will include a summary of the basis for the request. Only those articles specifically and mutually agreed upon prior to reopening negotiations will be subject to re-negotiation. Approved amendments, supplemental agreements or changes to this agreement become a part of and are subject to the same terms as the basic agreement.

ARTICLE 37

PUBLICATION AND DISTRIBUTION OF AGREEMENT

SECTION 1. This Agreement will be reduced to a pocket-size booklet at the Employer's expense and will be distributed to all employees in the Unit. One hundred (100) booklet size (8 1/2 X 11) copies will be made available to the Union.

SECTION 2. A copy of this Agreement will be posted and maintained on all Union bulletin boards by the Union.

NOTES: _____

Work Center: _____

APPENDIX (A)

Supervisor: _____

OVERTIME RECORD

SEE REVERSE FOR INSTRUCTIONS

~~NAME~~ ~~DATE~~

A full-page grid of squares with diagonal lines from the bottom-left to the top-right, resembling graph paper. The grid consists of 15 columns and 15 rows of squares. Each square is divided by a diagonal line running from the bottom-left corner to the top-right corner. The lines are black and the background is white. The grid covers the entire page, with a small margin at the top and bottom.

INSTRUCTIONS FOR OVERTIME RECORD

1. Start this record beginning 1 January of each year with seniority being the initial criteria followed by the least amount of overtime worked. (See Article 14, Section 3).
2. Anytime overtime is worked, the entire work center must be updated by entering date worked at the top of this record and updating each individual's status.
3. The top left portion of the block is for the action on that date and the lower right portion for the cumulative hours worked/declined.
4. The top left portion should be recorded using the following notations:
 - A - Employee/absent.
 - NA - Not asked to work because his/her turn is not up.
 - D plus number of hours - Declined the offer to work the number of hours the employee would have worked if this employee had accepted the work offered.
 - NQ - Declined outside the assigned work center or not asked because employee does not qualify to perform the work required.
 - Number - The number of hours actually worked.
5. This record will be available at all times to any employee, union representative, or to management.

EXAMPLE

| DATE | 1/3 | 2/12 | 3/1 | 3/18 | 4/6 | 4/19 | | | | |
|----------|-----|------|-----|------|-----|------|--|--|--|--|
| NAME | 8 | NA | D4 | NQ | 4 | A | | | | |
| EMPLOYEE | 8 | 8 | 12 | 12 | 16 | 16 | | | | |

1. Was asked to work 8 hours and accepted.
2. Was not asked, because it was not the employee's turn. Carry over the prior overtime of 8 hours worked.
3. Was asked to work 4 hours, but declined. Hence, the previous 4 hours were added to 8 hours for a total of 12 hours.
4. It was the employee's turn. The employee was not asked because employee did not qualify to perform the work being done that day. Carry over the 12 hours.
5. Was asked to work 4 hours and accepted for a new total of 16 hours.
6. It was employee's turn, but the employee was absent from work and could not be asked.

APPENDIX (B)

NAGE GRIEVANCE COMPLAINT FORM

Name _____
(Last, First, Middle Initial)

Address _____
(Street, City, State, Zip Code)

Telephone No. _____ Office No. _____

Name and Address of Gov't Agency Where Employed _____

Occupation _____ Grade or Title _____

Nature of Complaint _____

Resolution Desired _____

Signature of Employee

Date

Signature of Steward

Date

(OVER)

