

Collective
Bargaining Agreement

between the

American Federation of
Government Employees,
Local 53

And

Navy Region, Mid-Atlantic
Regional Air Operations Program
Manager

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PREAMBLE

Pursuant to the policy set forth in P.L. 95-454, signed by the President on 13 October 1978 and effective 11 January 1979, the Civil Service Reform Act of 1978, Title VII-Federal Service Labor-Management Relations, hereinafter referred to as Title VII. The following articles constitute an agreement by and between the American Federation of Government Employees, Local 53, AFL- CIO, hereinafter referred to as the Union, and the Navy Region, Mid-Atlantic Regional Air Operations Program Manager, Virginia Beach, Virginia hereinafter referred to as the Employer or Activity, and is subject to all applicable laws and Executive Orders.

Both parties agree that the purpose of this Agreement is to prescribe certain rights and responsibilities of the Union and Activity. This is mandated by Public Law 95-454 and the Civil Service Reform Act of 1978. These provide Employees the opportunity to participate in decisions affecting conditions of employment through their exclusive representatives.

The parties agree that this Agreement will supersede any prior or existing practice, policy or instruction that conflicts with the provisions included in this contract.

The parties further agree that this contract is not all-inclusive and that certain conditions of employment are not specifically covered. This does not lessen the responsibility, but rather compels the Parties to meet periodically for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered in the Agreement.

WITNESSETH

In consideration of the mutual agreements stated above, the parties contract for the following:

Both parties agree that the well-being of employees and efficient operation of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment.

Employee participation contributes to the overall effectiveness of mission goals and the efficient administration of Government Policies. Employee participation also ensures an orderly and constructive relationships between labor and management officials.

Both parties agree to uphold the laws and regulations paramount to employee-management relationships. The covenant is bound within the legal statutes set forth by Congress and the Department of the Navy and both parties intend to fully abide by them.

Both parties agree an effective employee-management cooperation requires a clear statement of their respective rights and obligations between labor unions and agency management.

The parties recognize the common goal of efficiency operation, elimination of waste and conservation of supplies.

The parties encourage the submission of cost reduction and accident prevention programs.

The parties agree to strengthen good relations between the Activity, the employees, and the local community.

It is the policy of the Department of the Navy that management officials shall consult with the representatives of labor unions and other lawful groups, and encourage them to express themselves concerning the development of personnel policies and new programs. This policy recognizes that effective communication between employees and management develops respect and creates good will, that employees may express their collective views more freely through a labor union that individually, and this discussion of mutual problems is of advantage of both employees and management.

ARTICLE 1
PROVISIONS OF LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, the laws and regulations of appropriate government authorities shall govern the Activity and Union employees. This includes applicable policies set forth in Departments of Defense and Navy and by the policies and regulations of appropriate government agencies.

ARTICLE 2
RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Union is the exclusive representative of all employees in the Bargaining Unit as defined in Section 2 of this Article. The Union represents the interests of all such employees with respect to grievances, personnel policies, practices, and procedures or other matters affecting conditions of employment.

SECTION 2. The bargaining unit is comprised of all general schedule employees employed by the Navy Region, Mid-Atlantic Regional Air Operations Program Manager. Excluded are all wage employees, management officials, supervisors and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7) and employees at the Dare County, North Carolina bombing range.

SECTION 3. The provisions of this agreement shall be binding on the Parties for any new function acquired by the Employer.

ARTICLE 3
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE

SECTION 1. Each bargaining unit employee shall have the right to form, join, or assist the Union in any union activity without fear of penalty or reprisal, or to refrain from any such activity and each employee shall be protected in the exercise of such right.

SECTION 2. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Activity or Union.

SECTION 3. Each employee shall be informed annually of his or her right to union representation.

SECTION 4. A representative of the Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation conducted by a representative of the Agency if the employee reasonably believes that the examination may result in a disciplinary action and the employee requests representation.

SECTION 5. The Union is the exclusive representative of all bargaining unit employees for all matters within the scope of collective bargaining and this agreement except where a specific statutory exception provides that an attorney or other representative may represent an employee.

SECTION 6. When a Union representative is not immediately available, the meeting will be deferred for a reasonable period of time to allow for the presence of representation.

SECTION 7. Employees will be granted reasonable amounts of official time to consult with Local 53 Union representatives, Human Resource Office representatives, Equal Employment Opportunity Office representatives, or any other Official Activity function. Official time granted for these purposes should not interfere with the work of the activity and will not result in travel costs.

SECTION 8. As a basic condition of employment, all employees are required to:

- a. Maintain regular and reliable attendance;
- b. Carry out assigned duties in accordance with the established standards and good, safe work practices;
- c. Demonstrate courtesy and integrity in dealings with customers, coworkers, supervisors and the public; and
- d. Refrain from conduct, on or off the job, which impairs the efficiency of the service.

ARTICLE 4 RIGHTS AND RESPONSIBILITIES OF THE UNION

SECTION 1. The Union will be the exclusive representative of the Bargaining Unit employees described in Article 2, Section 2. The Union 's responsibilities are to present the views of employees to the appropriate authority and to engage in collective bargaining on behalf of the employees.

SECTION 2. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, gender, sexual persuasion, age, physical disability, Civil Service status, religious belief, or marital status.

SECTION 3. No Union representative will be denied any right or privilege, otherwise entitled to because of their Union affiliation, except in the case of Article 3, Section 5. Union activity cannot be a basis for a lowered performance appraisal.

SECTION 4. The Employer agrees to recognize all local and National Officers of the Union. Arrangement for their visits to the activity during reasonable

times on appropriate business and subject to applicable security regulations will be provided by the Activity. The Union will give three (3) working days advance notice to the Activity in regards to the date and purpose of the visit.

SECTION 5. The Union shall have the right to discuss with the Employer any complaint/grievance concerning the interpretation or application of this Agreement or the interpretation or application of any policy, regulation, or practice relating to working conditions now or hereafter enforced wherein the Employer has discretion.

Except as otherwise provided in this Agreement, a representative of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employees in the unit concerning any grievance or any personnel policy or practice, or other condition of employment. The right of the Union to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. The right of Union representatives to be present does not apply to informal discussions between an employee and his/her supervisor.

Reasonable amounts of official time will be granted to the Union as follows. The parties may enter into additional MOU's on the subject as necessary:

- a. Consult or negotiate with the Activity;
- b. Otherwise enter into a discussion with a representative of the Activity;
- c. Represent a Unit employee or act as the Union 's representative during preparation and presentation of a Unit employee' s grievance;
- d. Enter into a problem solving discussion with a Unit employee with respect to the employee's conditions of employment;
- e. Serve as the Union 's representative during an investigation or examination; and
- f. engage in other protected activities for which official time is an entitlement under Public Law 95-454.

SECTION 6. The granting of official time for Union activities will not impede the work of the Activity or result in travel costs. In this regard, the Union will strive to make maximum effective use of its on-site representatives in detachments.

SECTION 7. Chief stewards of the Union will obtain permission from their immediate supervisor before transacting appropriate official Union activities. When a Union steward desires to contact an employee in another work area, the steward must first obtain permission from his/her immediate supervisor to leave the workplace to discuss a grievance or complaint. The employee who the

steward is contacting must request permission from his/her immediate supervisor in order to leave the workplace to meet with the steward in a common meeting area. The supervisor will make the employee available for discussion unless there are compelling circumstances (i.e. workload requirements) to the contrary. In such cases, the Union steward shall be informed when the employee will be available for discussion.

SECTION 8. The Union shall be given the opportunity to be present at all formal discussions between management and employees concerning grievances, changes in personnel policies and practices or other matter affection general working conditions of employees in the Unit. This includes adjustments of grievances, complaints, or appeals, which meet the intent of being a formal meeting under Law.

SECTION 9. Union stewards shall be equitably distributed throughout the bargaining unit so that the demands for official time do not disproportionately impact any one organizational component or result in travel costs. The numbers of stewards and their areas of representation shall be based on documented need and may be adjusted from time to time by mutual consent of the parties to ensure the arrangements continue to be responsive to the interests of the parties. Absent workload impact, representatives will be excused on authorized business when requested. If such is not possible, the representative will be told when he/she can be released.

SECTION 10. Each supervisor of a Union steward or other representative will, along with the representative, reach an understanding concerning the procedures for requesting and recording of official time which satisfies the mutual interests of the parties. As a minimum, the recording of official time will include the amount of time spent per day, location, and purpose.

SECTION 11. Union stewards may receive, but shall not solicit, complaints and grievances of employees on Government time and property. Solicitations of membership and the performance of activities concerned with the internal management of the Union will not be conducted during the working hours of the employees involved.

SECTION 12. Stewards are encouraged in the performance of their duties to:

- a. Advise employees to seek resolution of complaint in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors;
- b. Advise the cognizant supervisor and Activity officials of potential problem areas;
- c. Seek to determine the merits of an employee's complaint through the collection and consideration of facts;
- d. Advise the employee on the merits of his/her complaint and the action which it warrants; and
- e. Assist the employee in presenting a complaint to appropriate supervisory personnel when the employee so requests.

SECTION 13. The Union will guard against use of excessive time to conduct authorized Union business and will encourage all employees within the Activity to engage only in those activities, which are authorized by the Agreement. Each Union representative shall normally restrict his or her Union representation to the specific representational area in which they are authorized by the Union to act in the Union's behalf in accordance with Section 9. While representatives have access to the current Local 53 AFGE office, the Union will encourage representatives to keep such usage to the minimum necessary.

SECTION 14. Consistent with government regulations, Union representatives may use any office equipment normally assigned to them incidental to their duties for handling grievances and other representational matters. Toll charges and internal union business are not to be conducted on government equipment.

SECTION 15. The Union shall furnish for the Employer a current list of all authorized stewards, together with the designation of the group and location each is authorized to represent.

SECTION 16. The Union will be granted reasonable official time to perform the following representational duties without charge to leave or loss of pay:

- a. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement;
- b. Presentation and processing of grievances;
- c. Attend management-initiated meetings not otherwise described in this Agreement;
- d. Participate on committees or panels as authorized by this Agreement;
- e. Participate in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations; and
- f. Serve as the representative at a hearing before an administrative judge of the Merit Systems Protection Board (MSPB) or Equal Employment Opportunity Commission (EEOC)

SECTION 17. Official time shall not be granted for the following activities:

- a. Matters pertaining to internal management of the Council;-
- b. Membership meetings;
- c. Soliciting of memberships;
- d. Collecting of dues or assessments;
- e. Campaigning for Council/Union office; and

f. Distributing or posting of Union literature, notices, and authorization cards.

SECTION 18. Official time will not be granted for representational duties outside of the bargaining unit.

SECTION 19. Annual leave, or Leave Without Pay may be authorized for Officers in the Union to attend district meetings or National Conventions in accordance with applicable laws and regulations. The Union representative will be excused without charge to leave to attend training sessions sponsored by the Union under the following conditions:

a. The subject matter of the training session is of mutual concern to the Employer and the employee in his capacity as a representative;

b. The Employer's interest will be served by the Union's representative's attendance.

c. Each request for administrative leave for training by the Union will be made ten (10) calendar days in advance of the training and include:

1. The reason and the agenda for the training; and
2. The number of leave hours to be used.

d. The Union will be granted an annual allotment of 80 hours of administrative leave for training of mutual interest.

e. It is recognized by the Union and the Employer that work requirement takes precedence over previously scheduled leave.

SECTION 20. A leave of absence without pay (LWOP) may be granted to a bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full-time in the elected position, or who is selected as an AFGE National Union Representative. No more than three (3) representatives may be approved by the Activity. The Activity shall be given not less than 60 days advance notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Activity. To the extent of its authority, the Activity shall place the employee upon his/her return in the position the employee left, or of one like status, grade and pay.

ARTICLE 5 RIGHTS AND RESPONSIBILITIES OF THE ACTIVITY

SECTION 1. It is agreed and understood that the customary and usual rights, powers, functions, and authorities that management officials had prior to entering this Agreement are retained by management officials, except as specifically modified by this Agreement. Such rights of management shall not be subject to submission to the established arbitration procedure.

a. Nothing in this Agreement shall affect the authority of any management official of the Activity:

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

2. in accordance with applicable laws -

(a) to hire, assign, direct, layoff, and retain employees in the activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(c) with respect to filling positions, to make selections for appointments from

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source.

b. Nothing in this Agreement shall preclude the Activity and Union from negotiating--

1. at the election of the Activity, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

2. procedures which management officials of the agency will observe in exercising any authority under this section; or

3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 2. During situations of emergency declared by the Employer or higher authority, the Employer reserves the right to take whatever actions may be necessary to carry out the mission of the Activity notwithstanding any of the provisions contained in this Agreement. Consistent with security and legal requirements, the Union shall, upon its request in each instance, be furnished an explanation by the Employer as to the nature and reasons for the emergency.

ARTICLE 6
ARBITRATION PROCEDURES

SECTION 1. If the Activity and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either Party within 15 calendar days after issuance of either party's final decision, shall be submitted to arbitration.

SECTION 2. Within 10 working days from the date of the request for arbitration, or such other period as mutually agreed to, the Parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within 15 working days after the receipt of such list. If mutually agreed that the list is not acceptable to both Parties, the list will be returned and a new list requested. If they can't mutually agree upon one of the listed arbitrators, then the Activity and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure. The party filing the grievance shall strike first. The remaining person shall be the duly selected arbitrator.

SECTION 3. The Federal Mediation and Conciliation Service (FMCS) shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an arbitrator; or
- b. upon inaction or undue delay on the part of either party.

SECTION 4. The arbitrator's fee and expense shall be borne equally by the Activity and the Union, and shall not exceed that authorized by applicable regulations. Reimbursement for travel and per diem will not exceed that authorized by the Joint Travel Regulations. In the event that it is necessary for the hearings to be held in facilities not under the administrative control of the Activity, the cost of such mutually agreed upon facilities shall be borne equally by the Activity and the Union. Further, the Activity and the Union shall share equally the expenses of any mutually agreed upon service considered desirable or necessary in connection with the arbitration proceedings.

SECTION 5. The arbitration hearing shall normally be held during the regular day-shift hours of the normal basic workweek. Employees of the Activity serving as Union representatives, appellants in the minimum number necessary, and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge of annual leave.

SECTION 6. The arbitrator will be requested to render a decision not later than thirty (30) calendar days after the conclusion of the hearing. The

arbitrator shall have no authority to change, modify, alter, delete, or add to the provisions of the Agreement. The arbitration award shall be binding on the Activity and the Union. However, the Activity or the Union may file exceptions to the award with the Federal Labor Relations Authority pursuant to regulations prescribed by the Authority.

SECTION 7. The Union and the Employer each will be permitted to have up to three persons of its choice present throughout the arbitration hearing.

SECTION 8. Except by mutual consent, arbitration will be conducted as oral proceedings with no verbatim transcript and no filing of briefs. In the event only one of the parties desires a transcript of the proceedings, that party shall be responsible for making arrangements for and paying the full cost of the transcript. If the other party later wishes a copy of the transcript, that party shall pay half of the original cost.

ARTICLE 7

BENEFICIAL SUGGESTION PROGRAM

SECTION 1. All employees in the Unit shall be encouraged to participate in the Beneficial Suggestion Program. It is the desire of the Activity and the Union that all Beneficial Suggestions be processed in a timely and expeditious manner. An employee encountering unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion will refer the matter to the Beneficial Suggestion Department, Human Resources Office Norfolk who in turn will take reasonable steps to resolve the problem.

SECTION 2. Rejection of all beneficial suggestions will be made in writing and the suggestor will be afforded an opportunity, upon request, to see the completed file on the suggestion, and may be accompanied by a representative. A suggestor may request reconsideration of a decision involving the merits and values of his contribution. The request must be in writing, contain the justification or basis for the request and be submitted to the Beneficial Suggestion Department, Human Resources Office Norfolk within thirty days after the decision, which prompted the request. The suggestor shall be advised of appropriate appeal procedures if any further action is desired.

SECTION 3. Employees will be encouraged to discuss prospective suggestions with their immediate supervisors. The Activity will ensure that immediate supervisors aid and assist employees in preparing suggestions without expecting or receiving credit as co-suggestor of the suggestions.

ARTICLE 8

BREAKS

SECTION 1. Each employee is entitled to one 30-minute unpaid lunch break per each 8-hour or more tour of duty.

SECTION 2. During overtime assignments, when food is not available at the job site and food can not be delivered to the job site, the Activity agrees that

if work requirements allow, a volunteer may be released by the supervisor-in-charge to go obtain food for those who wish to eat.

SECTION 3. Consistent with workload requirements, supervisors may make reasonable provisions for employees to periodically stop work briefly to refresh themselves.

ARTICLE 9
CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Activity will implement and promote a Civilian Employee Assistance Program (CEAP) for individuals suffering from alcoholism, drug abuse, or emotional disorders, or other problems that may affect job performance. The Union and the Activity recognize that CEAP is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

SECTION 2. The Parties will cooperate fully in attempting to rehabilitate and improve work performance of affected employees who need assistance under the provisions of this program.

SECTION 3. When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces his/her dependability, or reflects discredit upon the Activity; supervisors will either advise or encourage troubled employees to pursue help through CEAP. Employees undergoing a prescribed program of treatment will be eligible for sick leave on the same basis as any other illness when absence from work is necessary.

SECTION 4. No unit employee will have his/her job status or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws which relates to sensitive positions. Unit employees with problems of alcohol abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problems. The activity is under no obligation to provide accommodation to current users of illegal drugs.

SECTION 5. All discussions, counseling sessions, and records of CEAP are confidential. With the exception of whether or not an employee kept a scheduled appointment, information may not be disclosed, without prior written consent of the employee.

ARTICLE 10
CIVIC RESPONSIBILITIES

SECTION 1. In the event an employee is summoned for jury duty or as a witness on behalf of the government, he/she shall be excused for such duties and paid in accordance with current regulation.

SECTION 2. Employees will be encouraged to exercise their rights and privileges as Americans to vote in all national, state and local municipal elections or referendums. In this connection, each request for administrative leave may be granted for voting, subject to the following:

a. Where the polls are not open at least 3 hours either before or after an employee's regular hours of work, the employee may be granted the amount of time off necessary to allow employee to report to work not more than three (3) hours after the polls open or to leave work not more than three hours before the polls close, whichever required the least amount of time off.

b. Voting arrangements requiring administrative leave will be made with the employee's immediate supervisor prior to Election Day, to prevent undue interruptions to work operations.

SECTION 3. For employees that vote in jurisdictions which require registration in person, administrative leave to register will be granted on the same basis as for voting, provided registration cannot be accomplished on a non-work day and the place of registration is within a reasonable one-day round trip travel distance of the employee's place of residence.

SECTION 4. The Parties will encourage employees to participate in worthwhile charity drives approved by the Activity; however, in no instance shall either party exercise pressure on any employee to contribute to a charity.

ARTICLE 11 CONTRACTING OUT OF WORK

SECTION 1. The Activity will notify the Union prior to contracting out bargaining unit work. After a contract is awarded, the Union will be given at least 15 workdays to initiate impact and implementation bargaining prior to implementation of the contract.

SECTION 2. In the event that a decision is made to contract out a function, the Activity will upon request provide the Union with a copy of the cost comparison work study that was submitted as the Government's in-house estimate.

SECTION 3. Where contractor personnel are to be assigned to work with unit employees, the Union will be provided prior notice of the functions to be performed and identification of the contractor.

ARTICLE 12 DETAILS

SECTION 1. Details will not be used to give an employee training and experience to qualify for higher ~~your~~ level work unless the employee has qualified for the training under the terms of an established training program or has been selected in accordance with the Merit Staffing Program.

SECTION 2. Details will be in accordance with current Government-wide regulations. Volunteers will first be sought from all employees in the specific work area concerned. Selection may be made from those volunteers considered having an appropriate background required for performing the duties of the detail.

SECTION 3. Employees detailed to perform the duties of an established position of higher grade within the unit, in excess of 10 working days, will be temporarily promoted as per Article 34, Section 1.

SECTION 4. All details in excess of 30 calendar days shall be documented on a Standard Form 52 with a copy given to the employee and a copy placed in the employee's Official Personnel Folder (OPF).

ARTICLE 13
DISCIPLINARY ACTIONS

SECTION 1. The objective of discipline is to correct the offending employee's behavior and maintain discipline and morale among other employees. Disciplinary action must be for such cause as promotes the efficiency of the service.

SECTION 2. An oral admonishment and letter of caution are instructional in nature and serve only to place an employee on notice that a certain type of conduct is not permitted and may effectively correct deficiencies in an employee's conduct. Oral admonishments and letters of caution will not be made a matter of record in the employee's Official Personnel File. A letter of requirement, on the other hand, is a written order, which may be grieved. It may also serve to correct an employee's conduct.

SECTION 3. Letters of reprimand, demotions, suspensions, and removals are formal disciplinary actions and are subject to the grievance procedure of this Agreement.

SECTION 4. Letters of caution and oral admonishments are informal disciplinary actions and are not subject to the grievance procedure of this agreement.

SECTION 5. The Activity has the burden of developing the evidence necessary to support a disciplinary action. In this regard, the Union shall be given the opportunity to be represented at any examination of an employee in connection with an investigation conducted by a representative of the agency if: (1) the employee reasonably believes that the examination may result in disciplinary action against him/her and (2) the employee requests representation.

SECTION 6. If formal disciplinary action is contemplated, it is solely the Activity's responsibility to select a remedy, which does not exceed the bounds of reasonableness under the circumstances of the particular case.

SECTION 7. Wherever practicable, before taking adverse action, the activity will afford the employee an opportunity to explain his/her position, which may possibly eliminate any necessity for initiating adverse disciplinary action.

SECTION 8. All material used to support a disciplinary action is available for review by the employee and Union upon request. An investigation may not be unduly delayed by the unavailability of an employee's representative.

SECTION 9. An employee against whom a suspension or adverse action is proposed is entitled to:

a. Advance written notice stating the specific reasons for the proposed action;

b. A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

c. Be represented by an attorney or other representative (any representative other than a Union representative will be at the employee's expense; and

d. A written decision prior to effective date of the action, which includes notice of the employee's right to grieve or appeal, as appropriate.

ARTICLE 14 DUES DEDUCTION

SECTION 1. To ensure the smooth functioning of the program for voluntary allotments for payment of dues, the following outlines the responsibilities of the Parties concerned and the procedures to be followed:

a. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of its dues, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

b. The Union will deliver completed forms authorizing the deduction of dues to the Activity for payroll processing.

c. The Union shall immediately notify the Activity in writing when any member of its organization that is participating in the dues deduction program is expelled or for any reason ceases to be a member of good standing.

d. When an employee loses eligibility to have dues withheld, the Activity will so annotate the servicing payroll office copy of the SF-50.

e. An allotment for the deduction of an employee's union dues may be terminated voluntarily by the employee through submission to the Union office of a Standard Form 1188 (SF-1188) or individual substitute properly executed in duplicate. The SF-1188 is available from the Union office. It will be sent to the union office and with the union president's signature will be processed as set forth below.

f. The Union will receive any properly executed SF-1188, Voluntary Revocation of Dues Deduction and forward it to the Employer's Payroll Office, indicating in the appropriate block the effective date of the cancellation, which must be the start of a pay period. Such revocation will not be effective, however, until the first full pay period following that anniversary of the beginning date of the employee's dues allotment. If the allotment is not revoked at the end of the first year, any subsequent revocation will be

effective the first full pay period after it is received in the Activity 's Payroll Office provided the revocation is received in the Activity' s Payroll Office before such date. Employees have the primary responsibility for initiating SF-1187s and SF-1188s in a timely manner and for bringing to the attention of the Union in a timely fashion any discrepancies or erroneous deductions. Neither the Employer or the Union are financially liable in any way for erroneous deductions. The Union will take prompt action to correct discrepancies when such are brought to their attention by employees.

g. In accordance with the law, dues sign up and revocation cannot be done while an employee is in a duty status.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Parties subscribe to the policy of nondiscrimination and will assure that equal employment opportunity be afforded all qualified persons consistent with law and to prohibit discrimination against any employee or applicant because of sex, race, color, religion, age, national origin, or physical or mental handicap. The Activity and the Union each has a positive and distinct role in carrying out the concepts of equal employment opportunity.

SECTION 2. In keeping with Section 1 above, the Activity will comply with the Navy's comprehensive EEO program and other guidelines received from higher authority. The Union will fully support EEO policies, programs, and objectives.

SECTION 3. An employee who feels he/she has been discriminated against must initiate contact with an EEO Counselor within 45 days of date of the matter alleged to be discriminatory, or in the case of a personnel action, within 45 days of the effective date of the action.

SECTION 4. In any case where a discrimination action or practice is found, corrective action will be taken to ensure that such practice is remedied and not repeated. Reprisal against a complainant or a witness for a complaint is prohibited, and such action may be interpreted as an act of discrimination.

ARTICLE 16 EMPLOYEE DEBTS

SECTION 1. Employees who fail to pay just debts are liable to have their pay garnished if the agency is ordered to do so by a court of competent jurisdiction. Failure to pay just debts may be regarded as a disciplinary infraction where there is a connection between that particular conduct and the efficiency of the service.

SECTION 2. Employees experiencing financial problems are encouraged to avail themselves of the services of the Civilian Employee Assistance Program.

ARTICLE 17
GOVERNMENT OWNED FACILITIES, EQUIPMENT, VEHICLES, AND SERVICES

SECTION 1. The Activity will provide the Union with adequate administrative office space to accommodate the functions of the Union. The space shall be provided without cost to the Union. The space will be equipped with desk, chairs, filing cabinets, and telephone access (including a DSN line) at no cost the Union. The Activity will furnish the space with items in good condition from appropriate sources as determined by the activity. The Employer will request a computer work station for the Union's Office from the Program Manager Information Technology Office when the Union provide empirical data (practical experience) that such a computer work station is needed.

SECTION 2. Union representatives are permitted to use government telephones and FAX machines for the transmittal of representational information providing there are no toll charges associated with the transmission.

SECTION 3. Government copy machines can be used to reproduce representational material such as grievances and grievance-related correspondence.

SECTION 4. Use of the Activity guard mail system is authorized for representational material such as grievances and grievance-related material.

SECTION 5. The activity will authorize the union to use activity training rooms, and conference rooms when it determines such use will be mutually beneficial and subject to mutual consent. The Employer agrees to permit the Union to utilize unofficial bulletin board space for posting literature which does not violate any law, applicable provisions of the Negotiated Agreement, the security of the command, or contain scurrilous or libelous material. All material shall be kept current, up-to-date and present a neat, orderly appearance. Management may not block viewing of officially posted material by covering over with other notices, or by placing objects or obstructions in front of bulletin boards that inhibit viewing of posted bulletins or notices.

SECTION 6. Telephone numbers of key Union personnel will be published in the Activity' s telephone directory.

ARTICLE 18
GRIEVANCE PROCESSING

SECTION 1. The following matters are excluded from this negotiated grievance procedure:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security);

- d. Any examination, certification or appointment;
- e. The classification of any position, which does not result in the reduction in grade or Pay of an employee;
- f. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process;
- g. Termination of temporary promotion;
- h. Termination while serving under a time limited or probationary appointment;
- i. Nonadoption of a suggestion;
- j. Disapproval of honorary or discretionary awards;
- k. The reassignment or demotion of an employee to a non-supervisor y position during the probationary period served by new supervisors;
- l. An allegation or complaint of discrimination reviewable under 29 CFR 1613;
- m. Decisions of the Office of Workers' Compensation Programs reviewable under Part 810 of CFR;
- n. Denial of within-grade increase reviewable by the Merit Systems Protection Board and
- o. Reduction in force action under 5 CFR 351.

The parties agree that any other matter for which a statutory appeal procedure exists except as otherwise stated in this Agreement, is excluded from the grievance and arbitration procedure.

SECTION 2. Grievances filed under this agreement will be typed or written on a form mutually agreed to be the Activity and Union. Grievances will be filed within 15 calendar days of the incident precipitating the grievance. Grievances filed by mail shall be deemed filed as of the date postmarked by the U.S. Postal Service.

SECTION 3. Time frames during the grievance period may be extended by written mutual agreement. Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the _next step of the process.

SECTION 4. When several employees have an identical grievance, one employee's grievance shall be selected by the Union for processing. The decision on the case selected will be binding on all other cases of the employees who have identical grievances.

SECTION 5. Reasonable time during working hours will be allowed for employees to meet with the Union representatives to discuss, prepare, and present grievances, including attendance at meetings with management officials. The Union agrees to refrain from the use of excessive time in the discussion, preparing and presenting of grievance.

SECTION 6. The processing of grievances will be conducted in the following manner: The grievant, his/her representative, and any employee having a direct knowledge of the circumstances of the grievance will be granted time off from his/her regular duty hours to the extent necessary to participate in the official proceedings. The time will be granted without loss of pay or charge to leave. Each party will, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations or federal policy for the purpose of substantiating the claims of the parties.

SECTION 7. In cases of suspension over fourteen (14) days, removal, reduction-in-grade or pay, or furlough for thirty (30) calendar days or less, an employee may choose the negotiated grievance procedure or the statutory appeals procedure, but not both.

SECTION 8. An employee shall be deemed to have exercised the option to raise the matter under the statutory or negotiated procedure at such time as he/she timely initiates an action under the applicable statutory procedures or timely files a grievance, in writing, whichever occurs first. Once the employee exercises this option, in writing, it is irreversible and the employee if he/she chooses to proceed, must proceed under the procedure selected first.

SECTION 9. The following procedures will be followed in processing grievances under this article, except that when initiating a grievance over a disciplinary action the grievance will begin at the level of management above that which took the action unless the department head took the action. In this case, the grievance will start with the department head.

a. Step 1. The grievant shall take up the matter informally with his immediate supervisor. They may meet with the next level of supervision if either party believes it will assist in resolving the matter. The immediate supervisor will provide an oral reply to the grievant within seven (7) calendar days after receipt of the complaint.

Step 2. If the grievant is not satisfied with the settlement reached at Step 1, he shall reduce his grievance to writing on a form mutually acceptable to the Union and the Employer, and submit it to the division head within seven (7) calendar days of the step 1 decision. Within seven (7) calendar days of receipt, the division head (or his designee) will either grant the grievance or convene a meeting with the grievant, a representative designated by the Union, and any witnesses who may have knowledge of the matter.

In addition to the division head (or his designee), the meeting may include appropriate management representatives. Within ten (10) calendar days of the meeting, the division head shall render his written decision.

Step 3. If the grievant is not satisfied with the settlement reached at Step 2, he will forward his grievance to the department head within five (5) calendar days of the Step 2 decision. The department head (or his designee) may review the case on the basis of the record or may convene a meeting within ten (10) calendar days of receipt of grievance if he considers one necessary. If no meeting is convened, the department head shall render his written decision to the grievant within ten (10) calendar days of receipt of the grievance. If a meeting is convened, the department head shall render his written decision to the grievant within seven (7) calendar days after the meeting. A meeting held at this level may include the grievant, a representative designated by the Union, any witnesses having knowledge of the matter, the department head (or his designee), and appropriate management representatives. If the department head's decision does not resolve the matter, the Union President may, within fifteen (15) calendar days, request arbitration in accordance with the provisions of this Agreement.

The Employer or the Union will initiate a grievance over the interpretation of this Agreement by informing the other party {addresses: Commanding Officer, or President, AFGE Local 53 in writing of the article(s) and section(s) misinterpreted, the incident giving rise to the misinterpretations, and the corrective action desired. Within ten (10) calendar days after receipt of the letter, the parties will meet in an attempt to resolve the matter. A minimum of two (2) meetings will be held within a reasonable period of time if considered necessary by either party. The Head of the Command, (or his designee) and other appropriate management officials will represent the Employer. The Union President (or his designee) and other appropriate Union representatives will represent the Union in such discussions. If the parties cannot resolve the matter within fifteen (15) calendar days of the last meeting held, arbitration may be invoked in accordance with this Agreement.

b. At Step 2, the parties may pursue settlement of the matter using such Alternative Dispute Resolution (ADR) techniques as may be available and mutually agreeable. ADR is encouraged, but must be mutually agreeable to the parties.

Some ADR techniques are described in Appendix A to this agreement. If a mutually agreeable resolution is reached, the grievance will be considered settled and withdrawn.

c. Where ADR is not mutually agreeable, the grievant is entitled, upon request, to a traditional grievance meeting with the respondent's representative authorized to decide the grievance. Such meeting shall be for the purpose of presenting information in support of the grievant's position. At the meeting, the grievant may be represented and may produce such documents and witnesses as may be relevant to the dispute.

SECTION 10. Written request for arbitration must be submitted to the Activity or Union within fifteen (15) calendar days of final grievance decision.

ARTICLE 19
HOLIDAYS

SECTION 1. Federal holidays will normally be observed as non-work days. When a Federal holiday occurs on an employee's regularly scheduled non-work day the employee will observe the holiday on one of his or her other scheduled workdays in accordance with current regulations.

SECTION 2. Employees who are required to work on a Federal holiday shall be compensated for such work in accordance with applicable laws and regulations.

ARTICLE 20
HOURS OF WORK

SECTION 1. Except as hereinafter provided, the basic workweek will normally consist of five (5) eight-hour days. The regular hours of work for employees within the Unit shall be eight (8) hours per day and forty (40) hours per week unless a flextime work schedule is established.

SECTION 2. The Activity agrees to assign employees within the Unit to the basic workweek to the maximum extent permitted by workload commitments, facilities, and space. The Activity will consider qualified volunteers to the greatest extent practicable in selecting employees for assignment to basic workweeks other than Monday through Friday.

SECTION 3. When a change in the regular work shift or basic workweek is required, and known by the Activity in advance of the administrative workweek during which the change occurs, the Activity agrees to notify the Union and affected employees of the unit in advance of the change. The Activity agrees to give, where possible, sufficient advance notice to affected employees before making such changes. If such change in basic workweek is required, the Activity, upon request of the Union, will furnish the reasons in writing for the change.

SECTION 4. Reasonable time shall be allowed for the purpose of personal clean up and stowage of personal or Government-owned property. In the absence of compelling circumstances, no employees will be required to remain after his shift for the purpose of cleaning up his designated area or to stow Government-owned property.

SECTION 5. Employees not on a rotational schedule will be assigned to a shift based on those requirements necessary to carry out the mission of the Activity.

SECTION 6. Alternative work schedules will be administered according to Activity instruction.

SECTION 7. The Employer will consider modifying the tours of duty for employees enrolled in accredited institutions of higher learning on a non-interference basis with work requirements. The Employer will notify the individual employee in writing when a determination is made on his or her written request.

ARTICLE 21
INCENTIVE AWARDS

SECTION 1. The Incentive Awards Program will be administered under the provisions of the applicable regulations.

SECTION 2. The union will designate a representative for appointment to any established incentive awards committees dealing with unit employees.

ARTICLE 22
LEAVE

SECTION 1. The leave program will be administered under the provisions of law and the applicable regulations.

SECTION 2. The servicing Human Resources Office directives will be maintained to establish policies and procedures regarding leave.

SECTION 3. When it is necessary to make up vacation schedules, supervisors shall normally do so to provide the earliest notification possible. Reasonable efforts will be made to accommodate employees who desire leave for special occasions such as religious and other holidays, birthdays, and funerals.

SECTION 4. The activity may cancel previously approved leave if unforeseen, unplanned or unscheduled workload conditions arise which make it necessary for the employee to work. When previously approved leave must be rescheduled, the employee will be advised of the reason for the change as soon as practicable. Reasonable efforts shall be made to accommodate the employee to reschedule his leave. Excess scheduled annual leave forfeited by employees due to exigencies of the service, illness, or administrative error will be restored in accordance with government-wide regulations.

SECTION 5. When an unscheduled absence cannot be avoided, the employee will report the absence as soon as possible, but not later than 2 hours following the start of the tour of duty involved. When requesting unplanned leave, an employee will call his/her supervisor (or designee), identify himself/herself, the reason for the unplanned absence and the estimated duration. Unscheduled absences shall be evaluated on a case-by-case basis and approval may be deferred until the employee returns to duty.

SECTION 6. If advanced annual leave is approved, the maximum amount is the number of hours, which will be accrued by the employee before the end of the leave year, or those employees serving under temporary appointments, that amount they will earn by the scheduled expiration date of their appointments.

ARTICLE 23
NEGOTIATIONS AND CONSULTATION

SECTION 1. The Activity will provide the Union adequate notice and an opportunity to negotiate and change to established personnel policy or practice affecting working conditions.

SECTION 2. Negotiations and consultation may be conducted for all matters contained in this Agreement. In this regard and throughout, the term "consultation" unlike negotiation, means the mutual exchange and consideration of views, but does not require agreement.

SECTION 3. Services of the Federal Mediation and Conciliation Service will be used prior to invoking impasse procedures. Such services may also be used, where mutually agreeable, prior to arbitration.

ARTICLE 24 OVERTIME AND DIFFERENTIAL PAY

SECTION 1. Overtime, differential, hazardous, holiday premium pay, etc. shall be in accordance with laws and government-wide regulations.

SECTION 2. Overtime assignments to employees under a first level supervisor shall be made in a fair and equitable manner, as follows:

a. Except where the Union is provided specific notice otherwise, overtime work of a specific nature will be assigned to the employee(s) who normally perform that work during regular duty hours.

b. Overtime work of a general nature will be offered to employees on duty. Volunteers may be rejected when, in the determination of the supervisor, they are not qualified to perform it efficiently.

c. Supervisor shall maintain, on a calendar year basis, records of overtime worked. Employees with the least amount of overtime shall get first consideration as volunteers, and absent sufficient volunteers, first consideration for directed overtime work. Employees who decline an overtime assignment will be considered to have worked the number of hours declined, for future overtime consideration.

d. An employee will be relieved of an overtime assignment at his or her request when, in the determination of the supervisor, an acceptable substitute can be found.

SECTION 3. on call and standby overtime shall be paid in accordance with laws and government-wide regulations.

SECTION 4. The supervisor shall make reasonable efforts to schedule overtime assignments with sufficient advance notice to minimize disruption to an employee's personal life. Exceptions may occur due to unforeseen circumstances.

SECTION s. Prior or projected leave usage shall not be a determining factor in overtime assignments. However, there is no obligation by the Activity to assign overtime to an employee who is not present on the date overtime assignments are made.

SECTION 6. During overtime assignments, which extend beyond the normal eight-hour day, affected employees so assigned shall be permitted to eat on the job while continuing to work.

ARTICLE 25
PARKING

SECTION 1. Current parking arrangements for unit employees shall not be changed without negotiating, as required by law and this agreement.

ARTICLE 26
PAY

SECTION 1. The issuance of an employee's pay at a time other than normal payroll processing is considered a special pay. Employees may request special pay to avoid compelling personal hardship. Requests will be honored in accordance with instructions of the servicing payroll agency.

SECTION 2. Electronic Funds Transfer (EFT) is the method of payment for salary and other payments. This is a condition on employment for new employees, those currently on EFT, and those accepting positions under the merit staffing program.

ARTICLE 27
PERFORMANCE APPRAISALS

SECTION 1. Performance appraisals will be in accordance with agency-wide and the servicing Human Resources Office directives. Activity directives concerning performance appraisals are subject to negotiation with the Union.

SECTION 2. Officers and stewards of the Union will be rated solely on the basis of how well they perform the duties and responsibilities of their officially assigned positions consistent with government regulations and case law of the Federal Labor Authority.

ARTICLE 28
PERSONNEL RECORDS

SECTION 1. All official personnel records will be maintained in accordance with existing laws and regulations.

SECTION 2. Upon request, the employee and designated representative shall be permitted to review the employee's official personnel folder.

SECTION 3. Upon request, and without charge, the employee will be entitled to one photocopy of any document contained in the employee's personnel record.

ARTICLE 29
POSITION DESCRIPTIONS

SECTION 1. Position descriptions for each employee will be maintained in accordance with applicable laws and instructions. The position description contains the employee's assigned duties which are regular, recurring, and of substantial importance to the position.

SECTION 2. All employees are entitled to a copy of their position description upon request.

SECTION 3. Any employee, who believes his or her assigned position description is in error, will consult the immediate supervisor before seeking Union intervention.

SECTION 4. The phrase, "other duties as assigned" shall be construed to mean tasks that are related to the position and/or are of an incidental nature. The phrase shall not be interpreted to limit the Activity's authority to assign work.

ARTICLE 30 PROMOTIONS AND MERIT STAFFING

SECTION 1. Selection for promotion to a position within the Unit shall be from among the best qualified persons available without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, non-disqualifying physical handicap, marital status or other prohibited discriminatory factors.

SECTION 2. Except as permitted by law, sick leave and medical records will not be used for the purpose of rating candidates for promotional purposes.

SECTION 3. Interviews for positions within the unit will be conducted during regular daily business hours and participating employees will be excused without charge to pay or leave.

SECTION 4. Non-selection for a position is not grievable under this agreement. However, upon request from the employee or the Union, the Activity will provide an explanation as to how the employee's rating and ranking were determined.

ARTICLE 31 REDUCTION IN FORCE, REORGANIZATIONS, AND TRANSFERS OF FUNCTIONS

SECTION 1. Where possible, the Union will be informed of any pending reduction in force, major reorganization, or transfer of a function into or out of the activity at least 90 days in advance of the proposed effective date.

ARTICLE 32 SAFETY

SECTION 1. Employees shall not be required to work on or about moving machines or in areas where conditions that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. Should an employee claim that a job to which they have been assigned is not safe or

will endanger their health, their immediate supervisor shall inspect the job to ensure that it is safe before requiring the employee to carry out the work assignment. If any reasonable doubt regarding the safety of the job remains, the supervisor shall obtain advice from the Safety Coordinator before requiring the employee to proceed. However, an employee may decline to perform his /her assigned task because of a reasonable belief that it pose an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures (29 CFR 1960.46 (a)).

SECTION 2. The Activity will furnish personal protective equipment to employees when it determines that such equipment is necessary for the work to be done safely without charge or cost to the employee. With prior permission, employees may be allowed to retain such equipment, if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.) and such is allowable under law and regulation.

SECTION 3. Employees will report all accidents immediately, as required by existing regulations. Supervisors will comply with the current regulations and instructions concerning reporting of accidents and providing medical service to employees.

SECTION 4. In case of an injury or sickness, an employee will not be required to perform work until an appropriate medical authority determines that the employee is physically fit for such duties. An employee may (at the discretion of the supervisor) be assigned to another job temporarily if his injury or illness is of nature that incapacitates him from his regular job. An employee sent home or to a hospital will be furnished transportation by the Employer if in the opinion of the Employer's medical official his condition precludes travel by private or public transportation.

SECTION 5. In the course of performing their regularly assigned work, Union representatives are to discourage unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which constitute industrial health hazards and to encourage the practice of proper safety procedures. They are encouraged to report poor environmental conditions in their immediate area and to report industrial health hazards. If an unsafe or unhealthy condition is observed, the representative should report it to the cognizant, immediate supervisor. If the safety question is not settled by the representative and the immediate supervisor, the matter will be referred promptly to the Activity Safety Officer.

ARTICLE 33 SMOKING

SECTION 1. There shall be no use of tobacco products inside any building or vehicle owned or operated by the Activity.

SECTION 2. Where appropriate, the Activity will provide outdoor designated smoking areas. The Activity agrees to provide shelter form inclement weather as close as possible to the work areas.

ARTICLE 34
TEMPORARY PROMOTIONS

SECTION 1. Unit employees assigned to perform duties of an established higher-grade position for ten (10) working days or more will be temporarily promoted in accordance with appropriate regulations. Such promotions may begin upon assignment.

SECTION 2. For positions where a register is not established, or merit promotion procedures are not required by government regulations, qualified volunteers shall be sought from all eligibles in a specific work area concerned for temporary promotions. Selection shall be made from volunteers considered having an appropriate background required for performing the duties of the temporary promotion.

SECTION 3. Temporary promotions will not be used to give an employee a promotional advantage.

ARTICLE 35
TRAINING

SECTION 1. The Activity shall make reasonable effort to provide management-approved training identified on any individual development plan when such training is related to the employee's official job duties. In regard to training related to any individual development plan, the supervisor will provide necessary counseling and will schedule training.

SECTION 2. The Activity will pay approved job-related training expenses to the extent practicable and as permitted by applicable regulations and availability of funds. Employees who are interested in pursuing courses of training or higher education at their own expense will be encouraged to do so.

SECTION 3. Where training is given exclusively to preparing an individual for promotion or where special training is required for promotion, the recipients shall be selected on a competitive basis in accordance with the rules and regulations.

SECTION 4. When newly graded positions requiring new techniques or abilities are established, the Activity will train the employees as considered necessary. The parties agree to stress to employees the need for self-development and training to increase efficiency and output.

ARTICLE 36
TRAVEL/TEMPORARY DUTY

SECTION 1. Payment of per diem or actual expenses allowances, as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Joint Travel Regulations (JTR) or other applicable rules and regulations.

SECTION 2. To the maximum extent practicable, travel shall be scheduled to occur during an employee's regularly scheduled work hours. Overtime pay for an

employee who travel during non-duty hours shall be in accordance with statute and government-wide regulations.

ARTICLE 37
PUBLICATION/DURATION OF THE AGREEMENT

SECTION 1. This Agreement as executed by the parties shall remain in full force and effect for 3 years from the date of its approval by the Secretary of Defense in accordance with the Statute. Further, it is provided that this Agreement in its entirety shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under P.L. 95-454, Title VII. At the request of either party, the parties shall meet to commence negotiations on a new Agreement no more than 120 nor less than 30 days prior to the expiration date of this Agreement. The Activity will provide a copy of the Agreement and any amendment (s) thereto to each Unit employee employed by the Activity as soon as possible. As part of initial indoctrination, new employees within the Unit will be provided a copy of this agreement and be advised of the exclusive recognition and written agreement relationship between the Union and the Activity.

SECTION 2. Any amendments to this Agreement as agreed upon by the Parties shall be promptly reproduced by the Activity and distributed to all employees within the Unit.

SECTION 3. By mutual agreement, the Parties may negotiate mid-term changes to this Agreement. These changes will be documented as Memorandums of Understanding and may be entered into the next publication of this agreement.

SECTION 4. No agreement, alteration, understanding variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties.

Section 5. The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

APPENDIX A

Alternative Dispute Resolution and Alternative Discipline Options

For informational purposes, the following brief descriptions illustrate a variety of Alternative Dispute Resolution (ADR) techniques applicable to the resolution of grievances.

Peer Review Panels - A person or group, often with technical expertise related to the subject matter of the dispute, evaluates the matter and prepares a report establishing the facts of the case. The role of the fact-finder is solely to flesh out the facts underlying the dispute, not to address or resolve policy issues. The report of findings is then used as a basis for settlement negotiations. If no settlement is forthcoming, the report may be included in the investigative record.

Mediation - A neutral third party assists in negotiating agreements. The mediator does not render a decision. The parties themselves must achieve any settlement reached through mediation. The mediator, however, takes an active role in the negotiations. Successful mediation depends, to a large extent, on the mediator's skill in defining the issues, encouraging communication between the parties, and offering options for settlement.

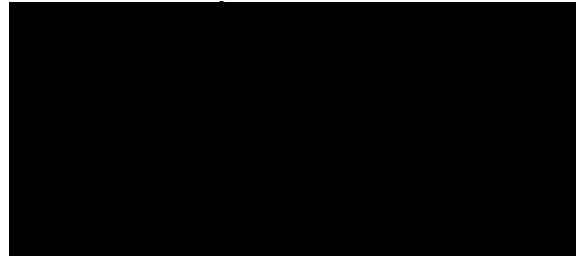
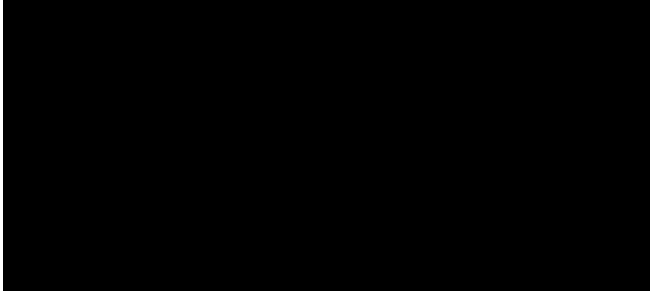
Alternative Discipline - There are a number of ways of dealing with disciplinary situations as exception to the formal, traditional process of progressive disciplinary action. One such option is a Preliminary Contract option.

Under this option the employee and supervisor and a representative from the servicing personnel office enter into a written agreement which sets for the problem, actions to be taken by the supervisor, expectations for the employee, duration of the contract, consequences of failure to meet employee expectations, and the means for assessing whether or not the contract was fulfilled.

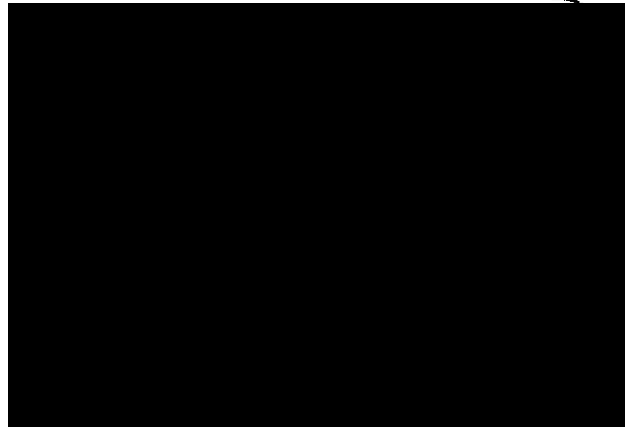
Under this method as an alternative to formal discipline requires, at a minimum, agreement by the employee, supervisor, and representative of the servicing personnel office and may also require concurrence by the respective representatives of those parties.

In witness where of the parties hereto have executed this Agreement on the 7th day of November 2003. It being understood by both parties that the provisions herein are subject to approval by the Department of Defense.

UNION



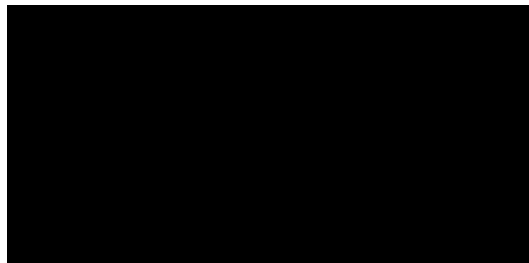
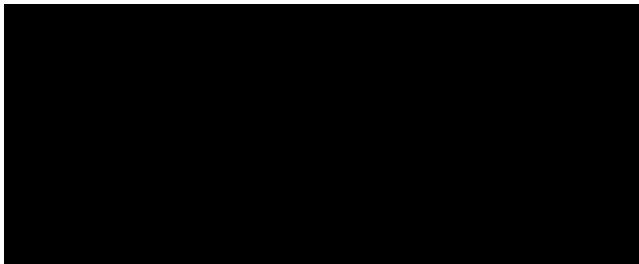
AIR OPERATIONS PROGRAM
MANAGER



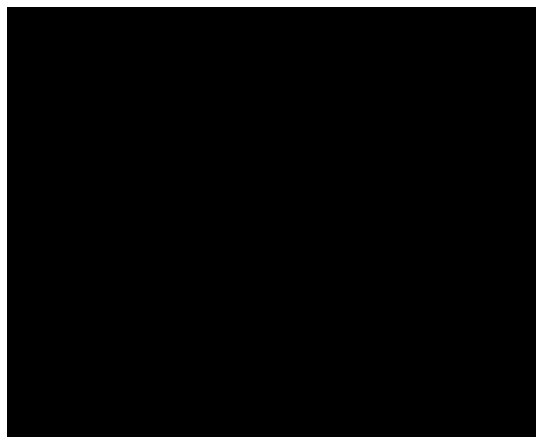
This agreement became effective on December 7, 2003.

n witness whereof the parties hereto have executed this Agreement on the 7th day of NOVEMBER 2003. It being understood by both parties that the provisions herein are subject to approval by the Department of Defense.

UNION



AIR OPERATIONS PROGRAM
MANAGER



This agreement became effective on December 7, 2003.



