



AGREEMENT

BETWEEN

NAVAL STATION, NEWPORT



AND

NAGE/SEIU

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES,
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL R1 - 134

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NAVAL STATION NEWPORT

AND

**NATIONAL ASSOCIATION
OF GOVERNMENT
EMPLOYEES
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL RI-134**

PREAMBLE

National Association of Government Employees (NAGE), Service Employees International Union (SEIU), American Federation of Labor - Congress of Industrial Organizations (AFL-CIO), Local RI-134 hereinafter referred to as the "Local" and the Naval Station Newport, Newport, RI (NAVSTA) hereinafter referred to as the "Employer".

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound

hereby, agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of the Civil Service Reform Act of 1978, as amended, to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment, and to provide means for amicable discussion of mutual interests in accordance with applicable laws, rules, and regulations.

WHEREAS the obligations of the Employer to its employees and of the Local to the Employer do not end with adherence to the extreme requirements of rights and regulations, rather, each in its appropriate role desiring to demonstrate effective concern for the problems, interest, and well-being of the employees of the Unit.

WHEREAS it is the desire of the parties of this Agreement that the Employer, the Local, and their respective representatives, shall encourage the conduct of business in such a manner as to promote dignity and respect between the parties and to employees and the Local.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes that the Local is the exclusive representative of all the eligible employees in the Unit as defined in Section 2 below, and the Local recognizes the responsibilities of representing the interests of all such employees regardless of organizational affiliates and membership, with respect to grievances, personnel policies, practices, and procedures; or other matters affecting general working conditions; subject to the express limitation set forth in Articles 2 and 3. The Employer and the Local recognize the right of employees in the Unit to join, or refrain from joining, any employee organization without interference, coercion, restraint, discrimination or reprisal.

Section 2. INCLUDED: The Unit to which this Agreement is applicable is composed of all nonprofessional, Wage Grade and General Schedule employees of the Naval Station Newport, Newport, RI (NAVSTA). 1 2005 Agreement NAVSTA -R1-134 EXCLUDED: All police and guards of the Security Division of the Public Safety Department, all firefighters and telecommunications equipment operators of the Fire Protection Division of the Public Safety Department, all supervisors, all management officials, professional employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 2

NEGOTIATION, CONSULTATION, AND COMMUNICATIONS

Section 1. In accordance with the Civil Service Reform Act of 1978 as amended, it is agreed and understood that matters appropriate for consultation, negotiation and

communications between the parties are policies, practices, and programs relating to work conditions that are within the discretion of the Employer. These include, but are not limited to, such matters as safety, training, labor management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion practices, demotion practices, plans, welfare and pay practices, reduction-in-force practices, hours of work and proposed reorganizations resulting in pay or grade reduction, separation, or physical relocation.

Section 2. The fact that certain subjects are not listed as appropriate for negotiation does not restrict either party from meeting with the other to discuss and consult on matters which both consider appropriate for such consultation under this Agreement. It is further agreed, and understood that the Employer will notify the Local and/or consult at least ten (10) working days before making any changes to prior or future benefits, understandings, and personnel practices which are not specifically covered by this Agreement, except under emergency conditions.

Section 3. The Employer shall notify the Local concerning any formal survey or study related to conditions of employment unless the Employer determines that such notification would adversely impact internal security or otherwise undermine the compelling need for the study.

Section 4. The Employer shall inform the Local concerning any preliminary decisions reached as a result of discussions with individual employees that may affect the Unit as a whole. It is recognized that informal discussions between an employee and his/her supervisor that are of a personal nature or concerns/problems personal to an employee, do not normally fall into his category. Moreover, the parties recognize management's obligation to contact appropriate union representation prior to entering discussions with Bargaining Unit employees regarding conditions of employment.

Section 5. The Local agrees to notify the Employer seven (7) workdays in advance of any official Local external communications regarding matters related to the management of NAVSTA.

Section 6. The Local and the Employer agree to provide each other with an advanced copy of all

Unfair Labor Practice (ULP) charges seven (7) workdays prior to filing with the Federal Labor Relations Authority.

Section 7. The Local will provide the Employer with a current list of all Local Officers and Stewards.

ARTICLE 3

UNION-MANAGEMENT MEETINGS

Section 1. Subject to the submission of an agenda, the Commander or his/her designated representative will normally meet with no more than five (5) representatives of the Local on a monthly basis. The Local shall submit agendas and the request for a meeting to the Labor Relations Advisor at least five (5) workdays in advance of the meeting. It is not intended that such meetings will be restricted to the agenda items proposed, since situations for discussion may arise during the five (5) workdays prior to the meeting.

Section 2. In the event minutes are taken to record the meeting and the Union requests a copy of the minutes, the Employer will provide said minutes to the union within ten (10) workdays of said meeting.

ARTICLE 4

PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed by the Employer and the Local that this Agreement is subject to the provisions of the Civil Service Reform Act of 1978, as amended, the National Defense Appropriations Act of 2003 (NDAA). The parties are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations; by published agency policies and regulations in existence at the time this Agreement was approved; and subsequently, published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. It is agreed and understood that the Local will be provided a copy of all published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level that occur subsequent to the time this agreement was approved. This will be provided by giving the Local access to the Internet and any local Intranet resources.

ARTICLE 5

RIGHTS OF EMPLOYER

Section 1. Management officials of the Employer, in accordance with the Civil Service Reform Act of 1978, as amended, retain the right in accordance with applicable laws, regulations, and this Agreement:

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

b) In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action for just cause against such employees.

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

(3) With respect to filling positions, to make selection for appointments from:

(a) Among properly ranked and certified candidates for promotion.

(b) Any other appropriate source.

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Local from negotiating:

a) At the election of the agency 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.

b) Procedures those management officials of the agency will observe in exercising any authority.

c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 1. The Employer and the Local agree that they will not discriminate against employees in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, or assist any employee organization or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978, as amended. The Employer shall take such action consistent with law or with directives from higher authority as may be required to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the Unit to encourage or discourage membership in any employee organization.

Section 2. Each employee shall have the right to bring work-related matters of concern to the attention of appropriate officials of the Employer in accordance with applicable laws, rules and regulations, or established agency policy. The immediate supervisor will arrange for an employee to meet with such appropriate officials at the employee's request at a time convenient to both parties, workload permitting. Any employee who has had a grievance or an appeal under the negotiated grievance procedure or under a statutory appellate procedure will be allowed reasonable time during duty hours to discuss with his or her representative and prepare for any hearing or meeting pertaining thereto.

Section 3. The Employer agrees to the extent possible and in accordance with applicable laws, rules, and regulations, to make every effort to ensure that Bargaining Unit employees

are given fair and equitable treatment in all matters concerning conditions of employment.

Section 4. The Employer agrees to inform all employees bi-annually of their rights under 5 U.S.C. 7114(a)(2)(B).

Section 5. EMPLOYEE RIGHTS TO REPRESENTATION (See Articles 14 and 28).

ARTICLE 7

CIVIC RESPONSIBILITIES

Section 1. Since jury duty is a civic responsibility, it is the policy of the Employer to request release of an employee from jury service only in those exceptional cases where the employee remaining on the job would better serve the public interest. Before being granted court leave, in accordance with applicable regulations contained in CPI 630, the employee shall submit to the Employer a true copy of his summons for jury service. Upon completion of his service, an employee shall present to the Employer satisfactory evidence of the time served on such duties together with any jury fees received; allowances are exempt. Applications for court leave shall also be submitted as far in advance as the employee can reasonably expect to be on jury duty.

Section 2. When an employee is absent from work in order to serve as a juror or to report to the court in person, in response to a jury duty summons or report for jury duty examination, whether in a Federal, State, County, or Municipal Court, he/she shall be granted court leave for those hours for which he/she is, for such reason, required to be absent from work during his/her regular workweek.

Section 3. Any employee subpoenaed or otherwise required to serve as a witness for either a Federal, State, or Local government shall be granted pay for those hours for which

he/she is, for such reason, required to be absent from work during his/her regular workweek.

Section 4. Pay for such work time lost shall be computed at the employee's regular rate of pay, including all applicable premium pay, at the time of such absence.

Section 5. If a second or third shift employee serves on jury duty or as a witness, as stated in Sections 2 and 3 of this Article, he/she shall not be required to work his/her shift on such calendar days, but shall be entitled to pay as provided for above.

Section 6. The Employer and the Local recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objective 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 that end campaigns shall be conducted in the spirit of true voluntary giving, the Employer agrees that:

a) "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quote 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 subordinates.

d) Collectors, supervisors, or other personnel shall not practice coercion, either overt or implied.

e) Except for the Navy Relief Fund Drive, military will normally solicit from military and civilians from civilians.

f) The above provisions also apply to solicitation for purchases of United States Savings Bonds.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Both the Employer and the Local agree that selection of employees will be based on the applicant's qualifications for the job. Equal opportunity for employment shall be provided to all persons without regard to race, sex, color, creed, age, national origin, physical or mental handicap, as provided by Federal statute. However physical qualifications of applicants may be specified where necessitated by job requirements in accordance with existing regulations.

Section 2. The Employer will continue to support the various programs that encourage the employment of handicapped individuals. It is recognized that such employment may require a brief period of job indoctrination.

Section 3. Employees who have a complaint that is not easily distinguished as clearly discriminatory and apart from a negotiated grievance procedure issue should first refer to Article 28, Sections 2 and 6 to avoid a possible dismissal of the complaint on the basis of un-timeliness. Employees who have discrimination complaints shall have the right to present their complaint to any one of the Equal Employment Opportunity (EEO) Counselors within forty-five (45) workdays of the date of the alleged discriminatory event, the effective date of an alleged discriminatory personnel action or the date that the complainant knew, or reasonably should have known, of the discriminatory event or personnel action. The counselor shall, within the prescribed time limits, make every effort to resolve the complaint. If the complaint is not resolved to the

satisfaction of the complainant, the counselor shall inform the complainant that the next step is to file a formal complaint in writing, the time limits of the filing, and with whom to file.

Section 4. Employees are entitled to representation at all steps of the complaint procedure, if desired.

Section 5. It is agreed that no official of the Employer or the Local shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee for appearing, testifying, or furnishing evidence in connection with a complaint.

Section 6. An organization or a third party for the complainant with his/her consent may file a complaint, but the complainant must sign it.

Section 7. The Employer recognizes that no employee should be subject to sexual harassment. The Employer agrees to post on all official bulletin boards its commitment to this principle. Sexual harassment is defined as a form of sex discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a) Submission to, or rejection of, the conduct is made either explicitly or implicitly a term or condition of a person's job, pay, career or
- b) Submission to, or rejection of, such conduct by a person is used as a basis for career or employment decisions affecting that person, or
- c) Such conduct interferes with an individual's performance or creates an intimidating, hostile, or offensive environment. Any person in a supervisory or command position who uses or condones implicit or explicit sexual behavior to control, influence, or affect the career, pay, or job of a military member or civilian employee is engaging in

sexual harassment. Similarly, any military member or civilian employee who makes deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature is also engaging in sexual harassment.

ARTICLE 9

REPRESENTATION BY THE LOCAL

Section 1. The Employer agrees to recognize the duly designated Local Officers and Stewards. The number of Stewards, including Chief Stewards, shall not exceed one (1) for every forty (40) members of the Bargaining Unit who shall be assigned to discrete geographic areas. A Steward's work area will normally be within the area that they represent. Only in rare instances, where more than forty (40) Bargaining Unit members are involved, will there be more than one (1) Steward appointed from any organizational segment, unless the employees are separated geographically. An additional five (5) stewards may serve in an at-large capacity, to be assigned, as deemed necessary, by the President. An at-large Steward, when assigned to a particular issue, relieves the Steward normally assigned to the area of his/her responsibility for that issue. The Local shall provide to the Employer in writing, and maintain on a current basis, a complete list of all authorized Stewards and Officers, together with the area, which each Steward is authorized to represent. When an at-large Steward or Officer is assigned to a particular issue, the Local President or First Vice President will notify the Labor Relations Advisor of this assignment. It is agreed that designated Local Officers, Representatives, and Stewards are authorized to represent the Local and, when requested, individual Unit members.

Section 2. The functions of a Steward or Local Officer under this Agreement are the investigation and processing of grievances at the informal/formal steps of the grievance

procedure set forth in Article 28 of this Agreement, and those other necessary duties as defined but not limited to Section 8 of this Article. When an employee wishes to see his/her Steward, he/she shall request permission from his/her supervisor to see his/her Steward for the purpose of discussing a work-related matter of personal concern, provided that such matters are unrelated to internal Union business. When, in the performance of his/her approved duties, it is necessary for a Steward or Local Officer to leave his/her assigned work station during working hours, he/she shall notify his/her immediate supervisor, or in his/her absence, his/her relief or the next level supervisor. Local officials and employees alike will inform their immediate supervisor where they can be contacted and will inform their immediate supervisor upon their return to the workstation. Subject to work requirements, the supervisor may require the employee or representative to remain on the job, and will state the reason, in writing within three (3) workdays unless a mutually agreed resolution of the problem occurs.

Section 3. The Employer agrees that there shall be no restraint interference coercion or discrimination against Local Officers and Stewards for performing their duties in accordance with the provisions of this Article.

Section 4. In the event of absence or transfer of a Steward to another work area, a replacement may be designated by the Local to assume his/her responsibilities.

Section 5. When a Local Officer or Steward is involuntarily assigned or transferred, the Employer will provide the individual involved with a reason, in writing if requested, within one (1) workday of taking the action.

Section 6. The Employer recognizes the Local's need to have a Steward available to service employees of the Unit, as provided in Section 1 of this Article. Therefore, it is agreed that in the event a regularly appointed Steward is not assigned to a second shift, the Local may designate or appoint a temporary interim Steward in second or third shift

or work areas from among those employees assigned by the Employer to such work shifts.

Section 7. For the purpose of this Agreement, time spent on representational duties is defined pursuant to 5 U.S.C. 7131(d) as that time utilized for the following, but not limited to:

- a) Representation in grievances, discrimination, complaints, and appeals.
- b) Preparation of grievances and discrimination complaints and contracts.
- c) Preparation for, and representation of, the Local in consultations with the Employer.
- d) Representation at arbitration and statutory appeals hearings.
- e) Representation at adjustment of grievances, adverse actions, and EEO matters that affect Bargaining Unit employees.
- f) Attendance at Committee meetings as the designated Local representative.
- g) Preparation for, and presentation at, Unfair Labor Practice investigations and hearings.
- h) Daily routine representational issues (i.e., concern of employees, reporting unsafe conditions, etc.).
- i) Review of and response to memos, letters, and requests from the Employer, as well as proposed new instructions, manuals, notices, etc., which affect personnel policies, practices, or working conditions.
- j) Reviewing and responding to representational consultation matters from Bargaining Unit members.

k) Acting as a technical advisor or assistant employee representative in hearings.

l) Attending hearings or meetings, in the capacity of an observer, which affects Bargaining Unit employees, when mutually agreed upon.

m) Travel that is authorized by Code NOO on a case-by-case basis. Said authorization will not be unreasonably withheld.

n) Attending Employer sponsored training when such training is essential in meeting contractual obligations, provided that the representative can be spared.

o) Attending Union sponsored training sessions, provided the training is of mutual benefit to the Employer and the Local in their commitment to labor relations.

Section 8. It is agreed that official time will not be used for internal Union business. All employees, including Local Officers and Stewards, are expected to perform work assigned by their respective supervisors. Authorization to perform representational duties will not be unreasonably withheld.

Section 9. The Employer agrees that authorized National Officers and Representatives of the National Association of Government Employees/Service Employees International Union (NAGE/SEIU) will be given authorization to visit Naval Station Newport, Newport, RI (NAVSTA) on appropriate business, subject to applicable security regulations observed by any visitor. The purpose of any visits shall be meeting with the Employer, Unit Employees, Local R 1-134 Officers, Stewards, or duly authorized representatives.

Section 10. EMPLOYEE RIGHTS TO REPRESENTATION (See Articles 14 and 28).

ARTICLE 10

FACILITIES AND SERVICES

Section 1. The Employer agrees, upon request, to provide the use of command facilities, including utilities where practicable, for meetings of the Local outside regular working hours for the conduct of internal affairs. Where practicable, facilities will also be made available during working hours for approved meetings.

Section 2. It is agreed that the Local will provide the Employer with an address, post office box number, email address and phone number for all official correspondence to be forwarded.

Section 3. The Employer agrees to announce in the Newport NavaLog, the publication of this negotiated agreement and supplements, thereto. Announcements will inform unit members that copies of agreements are available from their local union representatives.

Section 4. The employer agrees to allow bargaining unit employees not required to have Internet access, computer accounts upon request for personal use. The Parties agree personal use of the Internet is a privilege, not a right. Violations of NAVSTA Newport or CNRNE Internet policy, may serve as a basis for individual revocation of this privilege and or disciplinary action up to and including removal. Employees shall be allowed to use the Internet for authorized personal use one hour before and or after their duty hours, and during their authorized non-paid lunch break. Employees shall only log onto computer stations identified for common use, with supervisory permission, or permission of the employee who has primary use/custody of the computer station. Employees are not authorized to log onto computer stations at will. The Employer shall not incur any additional cost as a result of providing this privilege for personal use.

Section 5. In accordance with 5 USC 7114,b, 4 (A), (B), (C); the agency shall furnish to the exclusive representative involved, or its authorized representative, upon request and to the extent not prohibited by law, data

a) which is normally maintained by the agency and in the regular course of business;

b) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining; and

c) which does not constitute guidance, advise, counsel or training provided for management officials or supervisors, relating to collective bargaining.

Section 6. The Employer agrees to provide the Local with two (2) copies of the individual storefront Organizational charts, when requested by the union or promulgated by management.

Section 7. The Employer agrees to provide four (4) reserved parking spaces for four (4) Officers/Stewards and four (4) reserved parking spaces for the Local's office at NAVSTA. The Employer further agrees to provide the aforementioned spaces as reasonably close to the Local officials' workplaces and the Local's office as practicable.

Section 8. The Employer agrees to provide the Local with two (2) offices at the NAVSTA that provide for privacy in the conduct of Local business. Such offices will be equipped with, air conditioning, desk, chairs, lockable file cabinet(s), bookcase(s), table, and whiteboard. The Employer agrees to provide internal mail, copying, a shredder and local telephone services (with voice mail capabilities) for conducting Local business. In addition, the Employer agrees to provide the Local's NAVSTA office with word processing, and electronic mail capabilities, as well as Internet access.

Section 9. When necessary, the Employer agrees to make available conference rooms, when not in use, as lunch areas for Unit members.

Section 10. The Employer agrees to provide the Local President with a monthly list of official personnel actions affecting Unit employees upon request if such list is available. This list shall provide the target grade level for all promotion actions.

ARTICLE 11

DISTRIBUTION AND PUBLISHING OF AGREEMENT

Section 1. The Employer agrees to absorb the cost of printing this Agreement in pocket-sized booklet form in a quantity of 600. The parties agree that the employer will select a financially economic format. Prior to printing the Employer will provide the Local with copies for review to ensure content validity. The Local will respond within five (5) working days after receipt of the material to be printed. Copies will not be printed, nor will this agreement become effective, until these issues are resolved and DOD approves the agreement.

Section 2. New or reinstated employees of NAVSTA will be provided a welcome aboard memo prepared by the Local (Appendix A) advising them of the Local's "exclusive recognition" during orientation by the Human Resources Office.

ARTICLE 12

POSITION DESCRIPTIONS

Section 1. It is recognized that the Employer is responsible for the content and writing of all position descriptions. Position descriptions do not control assignments but report the current duties of positions. If the Employer finds it necessary to modify any position description of a Unit member, the employee will be furnished a copy of the modified position description when the supervisor certifies the position, and the supervisor will discuss the position with the employee. Should the subsequent classification result in a reduction in grade, employees will be notified as soon as possible, prior to the effective date of action. All actions involving said position descriptions shall be in accordance with applicable rules, regulations, and laws.

Section 2. If an employee believes his/her continuing duties and responsibilities are different from those described in his/her official position description, he/she should discuss this with his/her supervisor. If it is agreed, after this discussion, that the description is not accurate, a revised description will be prepared (certified for accuracy by the supervisor, who will give a copy to the employee) and submitted for action in accordance with applicable regulations and instructions. Upon request, position classification standards located in the Human Resources Office will be made available to any employee for his/her review. If not in accord, the employee can request of the supervisor the appropriate review to determine if the work is commensurate with the current rating or classification. The Employer agrees to consider any information that the employee may present and to discuss his/her findings with the employee. The Employer recognizes the right of the employee to grieve, the accuracy of the position description or appeal the classification. The Employer agrees that in the case of an employee appeal, position standards rating definitions and all other pertinent data or information will be made available, upon demand, in accordance with current

instructions, to the employee and his/her designated representative.

Section 3. The Employer agrees that all employees will be furnished a copy of their position description and will also receive a final copy within thirty (30) days, whenever a new or amended description has been effected. Amendments or addenda to descriptions will be noted on the position description cover sheet.

Section 4. At the request of the employee, information, in accordance with current instructions, will be available to the employee concerning his/her appeal rights and the regulatory procedures to be followed in the case of an appeal, based on his/her belief that his/her existing classification is in error. The right to appeal such matters may be exercised by the employee without fear of reprisal. The time for acting or responding will be in accordance with statutory or regulatory time limits.

Section 5. In the event of a classification appeal action, a Unit member filing such an appeal may be represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing.

ARTICLE 13

PROMOTION POLICIES AND PROCEDURES

Section 1. Positions to be filled in the Bargaining Unit will be filled on the basis of merit. Job evaluations, positions upgraded because of new classification standards, use of stopper lists, employees returning from military service, upgrading to full performance level, career promotion authorized by regulations, actions directed by proper authorities outside NAVSTA, temporary promotions, details to higher grades not to exceed one hundred twenty (120) days, reduction-in-force (RIF) actions, Veterans

Readjustment Authority and Disabled Veterans Affirmative Action Program are exceptions to competitive procedures described in this Article. Competition resulting in the development of lists of the qualified candidates will be required except where specifically exempted.

Section 2. Prior to the use of competitive procedures, the Employer may first consider the following:

a) Qualified employees covered by this Agreement.

b) All employees, eligible for re-promotion under priority placement programs or reemployment priority lists to a grade (or intervening grade) or position from which demoted without personal cause for a period of two (2) years following the effective date of the downgrading.

(1) Special consideration, in this context, shall mean the consideration of the downgraded employee by the selecting official prior to the use of competitive procedures. A determination will be made by the Human Resource Staffing Specialist as to the qualifications of the employee prior to forwarding the name of the employee to the selecting official. If the employee receiving special consideration is not selected for the position the selecting official will return the notice to the Human Resource Office for further recruitment.

Section 3. Employees requesting a lateral transfer or change to a lower grade will be allowed to apply for any position they feel qualified for at their current or lower grade.

Section 4. Each position filled in accordance with this Article that requires competition within the minimum area of consideration, as defined in Section 7, will be advertised in a Job Opportunity Announcement (JOA). Except when management ID is used to fill positions within a storefront in compliance with merit system principals.

Section 5. Voluntary applicants from Disabled Veterans, applications filed under the Veteran's Readjustment Program and veteran activities that file prior to the closing date of the internal announcement are considered in the minimum area of consideration.

Section 6. Upon completion of the ranking process, a list of the best-qualified candidates will be sent to the selecting official.

Section 7. The Employer agrees to maintain the following records if applicable:

a) Two year record of promotion actions which will include, as appropriate:

1. Position identification and plan under which filled.
2. How candidates were located.
3. Qualification standards used.
4. Evaluation and ranking methods.
5. Final candidate evaluations.
6. Names of candidates as finally ranked.
7. Copy of promotion list.

8. Name of selected candidate and documentation in Official Personnel Folder (OPF) file to show nature of promotion as competitive or excepted, and if the latter, justification.

b) At time of promotion, employee met qualification and other legal and regulatory requirements.

Section 8. All promotional opportunities will normally be closed out within ninety (90) calendar days of the closing date of the announcement.

Section 9. The Employer shall retain all such records that can reconstruct JOA, advertisement, evaluation and selection process. This shall include but not be limited to: the job analysis, position description, HRSCNE evaluation material, evaluation plans, and the selecting official's justification when the "most qualified" candidate is not selected.

ARTICLE 13A

TEMPORARY PROMOTIONS AND DETAILS

Section 1. Whenever an employee is assigned to perform duties significantly different from those of his/her official position, that assignment will be recorded/implemented by either temporary promotion or detail.

Section 2. Temporary promotions of more than one hundred twenty (120) days and details in excess of one hundred twenty (120) consecutive days to a higher grade or to a position with promotional potential will be subject to merit promotion procedures.

Section 3. Temporary promotions and details shall not degrade any employees' potential to achieve maximum performance of his/her critical PARS elements or to enhance or degrade an employees' potential for promotion.

Section 4. A temporary promotion may be appropriate for the following reasons:

a) To provide temporary manning to accomplish essential work when a position is vacant.

b) To fill an obligated position when there is less than twelve months time until the anticipated return of the individual having restoration rights.

c) To staff a temporary position.

Section 5. The Employer may detail employees when such action will relieve a temporary shortage of civilian personnel. Repeated renewal of a detail will be avoided. The Local shall be consulted on any detail extended beyond one hundred twenty (120) days.

Section 6. Details in excess of thirty (30) days will be made a matter of record in the employee's Official Personnel Folder with a copy provided to the employee.

Section 7. Selection of the employee will be fair and equitable in relation to all employees available for detail. Such matters as assignments that enhance qualifications, offer promotion possibilities or entail other benefits will be fully considered.

Section 8. Temporary promotions for not more than one hundred twenty (120) days or details for not more than one hundred twenty (120) consecutive days to a higher-grade position, or a position with known promotion potential may be done non-competitively. No combination of such noncompetitive temporary promotions or details can exceed a cumulative total of one hundred twenty (120) days in a twelve (12) month period.

Section 9. The Employer will insure that promotions and reassignments to positions with promotion potential will be effective beginning the day after the first full pay period after the selection is completed. Where mutually agreeable to the losing and receiving organizational units, employees who are promoted or reassigned to positions with promotion

potential may be detailed to their previous position normally for up to thirty (30) days, and employees who are reassigned to positions with no promotion potential may be also detailed to their previous position normally for up to sixty (60) days. If disputes arise, a common supervisor will make decisions as to the length of time that employees will be detailed or, when the dispute involves Departments, by the higher-level management official.

ARTICLE 14

DISCIPLINARY ACTIONS

Section 1. The Employer agrees to conduct an investigation before taking any formal disciplinary action against an employee. During that time, the Local or a representative may be present, as per Section 7114(2) (B) of the Civil Service Reform Act. The Employer agrees to conduct a fair and thorough investigation to determine the facts relevant to any case in which disciplinary action may result. This may include discussions with employees and those that are the subject of the investigation. The Employer agrees that prior to an investigation requiring a written and/or sworn statement from an employee on matters which may lead to disciplinary action against the employee, he/she must be advised at that time of the right to be represented by the Union, per Section 7114(2) (B) of the Civil Service Reform Act. It is understood that failure on the part of the investigator to so advise an employee will not automatically be considered a harmful error requiring the cancellation or mitigation of any subsequent disciplinary action.

Section 2. When an employee being interviewed in connection with an investigation is represented by a Local representative, the role of that representative includes, but is not limited to, the following:

a) to clarify the questions;

b) to clarify the answers;

c) to assist the employee in providing favorable or extenuating facts;

d) to suggest other employees who have knowledge of relevant facts; and,

e) to advise the employee.

Section 3. When an employee is the subject of an investigation, at the start of the interview the employee shall be advised by the investigator of the general nature of the interview. If the employee reasonably expects that disciplinary action may result, the employee may request to be represented by the Local in accordance with Sections 1 and 2 above. If the employee, in writing, waives his/her rights to representation, the employee should also, in writing, indicate how advised and will be given a copy of the waiver. Security personnel shall conduct all searches performed on an employee's personal belongings. Case law indicates that it will be considered an Unfair Labor Practice (ULP) to take disciplinary action against an employee for the employee's failure to obey an order to participate in an examination in connection with an investigation, when an employee's request for Local representation meets the intent of the law but has been denied.

Section 4. Proposals to suspend, reduce in grade or remove an employee must contain language advising the employee of his/her right to be accompanied or represented, if desired, by a Local or other representative when making an oral reply. It is not intended that the making of an oral reply be conducted in the form of a hearing. Letters of Requirement and Letters of Reprimand must also contain language advising the employee of his/her right to grieve the issuance.

Section 5. Prior to the notice of decision, the Employer shall, upon request of the employee, make the case file available

for review by the affected employee and/or his/her representative.

Section 6. A notice of proposal to take an adverse or a disciplinary action shall be delivered to the employee at least ten (10) working days prior to a decision. This provision may be waived upon request of the employee or by the Employer when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

Section 7. In the case of adverse action the employee or his/her designated representative will be given an opportunity to meet with the deciding official or his/her representative, at his/her request.

Section 8. Included in the meaning of this Article are the following types of actions:

- a) Letters of Reprimand
- b) Suspensions
- c) Reductions in grade
- d) Removals

Section 9. POLICY. The Employer agrees the above actions be taken solely for just cause and for the purpose of correcting offending employees, maintaining discipline and morale among other employees, and promoting efficiency of the Federal Civil Service.

Section 10. Many factors are relevant for consideration in determining an appropriate penalty for misconduct. The following are provided to assure only that managerial judgment is properly exercised within tolerable limits of reasonableness.

a) The nature and seriousness of the offense, and its relation to the employee's duties, responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;

b) the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;

c) the employee's past disciplinary record;

d) the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

e) the effect of the offense on the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;

f) consistence of the -penalty with those imposed upon other employees for the same or similar offenses;

g) consistency of the penalty with the Division's guideline schedule of disciplinary offenses and recommended remedies;

h) the notoriety of the offense or its impact upon the reputation of the Division;

i) the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

j) potential for employee's rehabilitation;

k) mitigating circumstances surrounding the offense such as unusual job tensions, personal problems, mental

impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

1) the adequacy of alternative sanctions to deter such actions in the future by the employee or others.

Section 11. With the employee's written consent, the Labor and Employee Relations Staff will provide the Local with a copy of all Letters of Reprimand, Suspension notice, notice of Reduction in Grade and Removal notices issued to the consenting employee.

Section 12. The employee will have the right to request representation by the Local in all discussions between management and the employee concerning formal disciplinary actions.

Section 13. ORAL ADMONISHMENTS. When orally admonishing an employee, the supervisor will, whenever practical, do so in a manner as will protect the employee's privacy and consider his/her dignity and self-respect. The admonishment is not a disciplinary action and not grievable but may be considered a factor in future disciplinary determinations.

Section 14. LETTERS OF CAUTION. A letter of caution from a supervisor to a subordinate is a warning that future misconduct may lead to disciplinary action. A copy of this letter may be maintained by the supervisor for a period of one (1) year and will not be filed in the employee's Official Personnel Folder. The letter is not a disciplinary action and not grievable but may be considered a factor in future disciplinary determinations.

ARTICLE 15

REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Local in a timely manner when a decision has been reached to implement a re-organization that will impact Bargaining Unit employees or reduces the number of employees within the Unit.

Section 2. The Employer agrees that upon notification of the affected employees of a reduction-in force that the Employer shall consider imposing a freeze on positions in those series that are identified by the affected employee's competitive level and for which he/she qualifies. A hiring freeze under the terms of this Section will remain in effect for a period of not less than sixty (60) days. In order to minimize the impact of reduction-in-force, the Employer agrees to consider filling existing vacancies, to the extent practicable, through placement of qualified employees who might, otherwise, be affected by the reduction-in-force action.

Section 3. Any career or career-conditional employee who is separated as a result of these actions, and who has not declined placement equal in grade to the position held, will be placed on the Re-Employment Priority List, and such employees shall be given preference for re-employment in accordance with applicable regulations.

Section 4. As provided in Civilian Personnel Instructions, a career or career-conditional employee who has been involuntarily demoted without personal cause may be non-competitively promoted to any position for which qualified at the same or lower grade as that from which demoted, provided his/her services were fully satisfactory in the former position. Normally, the employee will, if selected for re-promotion or reassignment, receive the same in-grade pay step enjoyed at the time of his/her demotion or reassignment.

Section 5. The Local will be advised of the names and classifications of Bargaining Unit employees affected by a reduction-in-force action. The Local shall be provided the retention register regarding reduction-in-force actions affecting Unit employees.

Section 6. The Employer will advise the Local as far as possible in advance of any technological change that management may implement which could result in any reduction in the number of Bargaining Unit employees or any decrease in employment opportunities for members of the Bargaining Unit. The Employer will meet with the Local, upon request, to provide information regarding the technological change and its potential impact upon the members of the Bargaining Unit.

Section 7. In the event of a reduction-in-force the Employer will, meet with the Local to consult on the establishment of retraining programs which would allow employees to meet qualification standards for the reassignment to other positions to mitigate impact.

Section 8. A Bargaining Unit employee who elects to appeal a RIF action must use the negotiated grievance procedure as described in Article 28. They may not appeal the RIF action to the Merit System Protection Board (MSPB) unless the employee raises allegations of discrimination under 5 U.S.C. 2302(b)(1). Only then under 5 U.S.C. 7121 (d) does the employee have the choice of pursuing the matter through either procedure.

ARTICLE 16

COMPRESSED WORK WEEK

Section 1. The employee's basic hours of work will be established in accordance with NAVSTA Instruction Note 5330 of 18 Oct. 1999 Alternative Work Schedule. Any Unit member may request to be included under the Compressed

Work Week Working Hours provisions to which NAVSTANPT Note 5330 of 18 Oct. 1999 pertains. The employee shall request a specific Compressed Work Week schedule from the supervisor and the supervisor shall make a reasonable effort to accommodate the employee's request. If denied, the Employer shall provide the justification in writing, upon request, how the requested Compressed Work Schedule will impact the Command's ability to carry out the mission in an efficient manner.

Section 2. It is agreed by the parties that participation in a compressed workweek schedule will be on a voluntary basis. It is recognized by the parties that it is a management prerogative when approving work schedules to determine that sufficient staff are on duty to carry out the mission in an efficient manner.

Section 3. The bandwidth for Compressed Work Week is 0630 to 1800 hours. Work schedules will not be established to schedule work on Saturday or Sunday.

Section 4. Full time employees who elect not to participate in a compressed work week schedule will remain on a standard five day, forty (40) hour workweek.

Section 5. Once established, work schedule changes will be kept to a minimum. Changes are made for duration of not less than one (1) pay period.

Section 6. Lunch period may be taken during a flexible period from 1100 - 1300, or at another time with supervisory approval.

ARTICLE 16A

SECOND SHIFT

Section 1. The parties agree that the Employer can establish a second shift. The Employer may determine and assign the

type and quantity of personnel required to perform the mission. Selection and assignment for the second shift will adhere to seniority based on date of hire at Naval Station Newport.

Section 2. Employees assigned to the second shift shall be paid all applicable shift differentials, and premium pay.

Section 3. Employees being assigned to the second shift, in a non-emergency situation, will normally be provided two (2) weeks advance notice where practicable.

Section 4. When there are multiple "teams" working second shift, each team shall enjoy equitable distribution of Saturday and Sunday as "days off" within each pay period unless both teams are working.

ARTICLE 16B

CALL BACK TO DUTY

Section 1. Essential personnel of NAVSTA are subject to call back for emergency repair, snow removal, force protection conditions and inclement weather conditions, or for high priority mission support.

Section 2. The Employer may assign an electronic beeper to personnel who are subject to callback. Those Unit members assigned a beeper shall receive a minimum of two (2) hours of pay or appropriate compensation, at one and one half (1 1/2) times the hourly rate of pay of the Unit members current grade and step, for any portion of a twenty-four (24) hour workday the employee would normally be in a non-work status. When a call from the supervisor or designee results in the Unit member returning to the worksite there is no additional compensation provided unless the callback exceeds the two (2) hour minimum provided for being assigned the beeper. Callback time commences at the time the Unit member is notified by the supervisor or designee.

Section 3. Unit members called back to duty at times outside their normal duty hours shall receive a minimum of two (2) hours overtime pay or appropriate compensation in accordance with pay regulations unless capped by pay regulations. Should the Unit member remain in a duty status past the two (2) hour minimum he/she will continue to be compensated at the appropriate FLSA or Title 5 labor rate.

ARTICLE 17

OVERTIME

Section 1. Employees may be required to work overtime. When so required, the employee shall be compensated at the prevailing overtime rate or granted compensatory time in accordance with appropriate regulations. It is agreed that the assignment of overtime is a function of the Employer.

Section 2. Overtime work assignments shall be distributed equitably among employees consistent with workload requirements and the availability of employees with requisite qualifications and performance capabilities. Preference shall be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration will be given to other qualified employees. Any employee who feels he/she has been denied equitable overtime assignments shall, upon request, be advised by the supervisor of the reason, thereof. Necessary recordkeeping to assure equitable distribution of overtime will include declinations of offers to work an overtime assignment. An employee's declination will not be used as a factor in performance ratings or in any way be related to a disciplinary action. However, employees directed to work overtime shall report.

Section 3. It is agreed that any overtime performed by an employee that extends beyond his/her normal eight (8) hour or nine (9) hour period will entitle the employee to a thirty (30) minute meal period. The Employer agrees that

employees involved in the performance of overtime work shall normally be allowed a ten (10) minute rest period during the middle of each consecutive four (4) hour period of work, and a thirty (30) minute meal period after each consecutive four (4) hour period of work. Employees are not normally in a duty status during rest periods, meal breaks, or when obtaining food.

Section 4. The Employer agrees to allow employees who are required to work overtime without prior notice, one (1) phone call to their respective homes at government expense.

Section 5. The Employer will make an effort to provide as much advance notice as practicable, normally three (3) days, of an overtime assignment to allow for adjustment of personal commitments. When an overtime assignment results in a significant personal inconvenience or financial hardship on the employee, the Employer will relieve that employee if:

- a) The employee requests such relief with reasonable advance notice, and
- b) Another qualified employee is available and able to perform the work required without any loss of efficiency.

Section 6. Unit employees temporarily assigned to another activity or site shall be governed, by the extent permitted by, the work situation and by the provisions of this agreement.

Section 7. Employees in the Bargaining Unit who are required to work overtime will not be required to use annual leave or be placed on Leave Without Pay (LWOP) during the basic workweek, solely to offset the payment of overtime.

Section 8. The Employer agrees to maintain and make available accurate and pertinent records of overtime to the Local for resolution of employee complaints. And, if requested by the Local, to post acceptance and declination

of overtime offers where necessary to facilitate equitable distribution of overtime work assignments.

Section 9. In lieu of paying for hours worked at the overtime rate, the Employer agrees to grant or compensatory time consistent with law, regulation, and NAVSTA policy when requested by the employee. Furthermore, exempt and non-exempt employees alike, may have the right to choose how the time worked is to be counted; as, regular compensatory time, or religious compensatory time; subject to limits set forth in applicable laws and regulations. Federal Wage System employees may request to earn compensatory time for overtime hours worked, not to exceed forty (40) hours, for the purpose of taking time off without charge to leave for religious observances in accordance with regulations.

Section 10. All callback overtime will entitle all employees to a minimum of two (2) hours overtime pay or appropriate compensation. Call-in immediately prior to a shift of less than two (2) hours does not constitute callback pay. Overtime connected to each end of a shift does not constitute call back overtime.

ARTICLE 18

HOLIDAYS AND COMPENSATORY PAY

Section 1. Employees shall be entitled to holiday benefits in accordance with applicable laws and regulations.

Section 2. Normally Federal holidays will normally be observed as non-workdays. Subject to applicable regulations, when a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Section 3. Pay and shift differentials for holiday work shall be computed in accordance with applicable laws and regulations.

Section 4. In keeping with the understanding that holidays will normally be observed as nonworkdays, the Employer agrees, in all situations, to provide as much advance notice as possible to the employees required to work on a holiday. If employees are scheduled to work on a holiday, they will be informed of the reasons for holiday work, If requested, and further, such reasons will be provided to the employee in writing at his/her request.

Section 5. The Employer agrees to provide additional pay for environmental or hazardous work if such assignments meet the criteria for approval in accordance with appropriate regulations.

Section 6. All eligible Bargaining Unit members may earn compensatory time off, with pay, in lieu of overtime pay for hours worked in excess of eight (8) hours per workday and/or in excess of forty (40) hours per workweek. The following applies:

a) Supervisory approval is required to earn and/or take compensatory time.

b) Compensatory time earned that is not taken within the regulatory time period from the time it was earned will be paid to the employee at the overtime rate in effect during the pay period it was earned in accordance with applicable regulations and laws.

Section 7. To the extent practical, employees should be permitted to use their compensatory time at times convenient to them. All such time off must be taken only during the basic forty (40) hour workweek. Normally, compensatory time off will be granted before annual leave is approved. If annual leave would otherwise be forfeited,

however, the annual leave will be granted before compensatory time off.

Section 8. Irregular and occasional overtime is defined as overtime that was not scheduled prior to the start of the employee's administrative workweek; such short notice shall not be used to pass regularly scheduled overtime.

Section 9. Employees separating from Government employment or transferring to another activity will be paid for all accrued regular compensatory time, normally within five (5) weeks after separation. Such reimbursement will be at the applicable overtime rate.

ARTICLE 18A

RELIGIOUS COMPENSATORY TIME

Section 1. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the mission, an employee whose personal religious beliefs require that the employee abstain from work at certain times of the workday or workweek must be permitted to work alternative work hours so that the employee can meet their personal religious obligation.

Section 2. The employee must notify his/her supervisor or other designated official of his/her request for an adjusted work schedule in order to earn religious compensatory time leave or to have religious compensatory leave advanced to cover the personal religious observance that requires the employee to abstain from work during certain periods of the workday or workweek. The religious leave earned and/or advanced and taken shall be requested and approved in writing or electronically prior to use. Supervisors may allow employees to accumulate religious compensatory time only for the number of hours of work needed to make up for

previous or anticipated absences from work for religious observances.

Section 3. Alternative hours or days worked to earn religious compensatory leave do not create an entitlement to premium pay, including overtime. Overtime pay provisions of Title 5 United States Code (USC) for exempt employees and the Fair Labor Standards Act (FLSA) for non-exempt employees do not apply, regardless of the number of hours or days the employee works in excess of their normal work schedule. Religious compensatory leave earned is exempt from maximum pay limitations.

Section 4. Alternative hours worked for religious compensatory time purposes must be recorded in the employee's timesheet as religious leave earned. When the employee uses the religious compensatory time earned or advanced for religious observance it will be recorded as religious leave taken on the employee's timesheet.

Section 5. Religious compensatory time that is advanced must be worked within ninety (90) days of the time taken for the religious observance, or it will automatically be converted to annual leave. At the time the employee's request is granted the employee will coordinate with his/her supervisor or other designated official to schedule the hours during which the employee will work to make up the time. Should such work not be available as planned, the supervisor or other designated official will coordinate with the employee and reschedule as soon as work becomes available, but not later than ninety (90) days after the time taken for the religious observance.

Section 6. Religious leave earned may only be used for religious observances that require the employee to abstain from work at certain times of the workday or workweek. If an employee is separated or transferred before using his or her religious leave it will be paid at the employee's rate of basic pay in effect when the hours of work were performed. In lieu of earning religious leave to cover religious

observances, employees may request the use of annual leave, compensatory time, or credit hours.

ARTICLE 19

ADMINISTRATIVE LEAVE

Section 1. The Employer and the Local encourage all employees to participate in elections and referendums. Administrative leave will be given employees who are registered to vote for the purpose of voting in National, State, County, and Municipal elections or referendums in accordance with applicable regulations. This also includes employees who, because of unplanned TDY, have to vote in an Emergency Absentee Ballot situation.

Section 2. The Employer agrees to excuse employees for the purpose of registration to vote on the same basis as for voting, provided they cannot register during non-duty hours.

Section 3. In the event Administrative Leave is not ordered and employees are unable to obtain access to NAVSTA for reasons beyond their control, the Commander or his/her designee will review written requests for Administrative Leave on an individual case basis. Such cases must contain the specific circumstances for the employee's inability to arrive at his/her place of work on schedule.

Section 4. In the event Administrative Leave is ordered after the beginning of a shift, it will apply to those persons eligible and on board at the time of the announcement. In the event a person was scheduled to return from authorized leave and dismissal is given before the employee can report for work, leave is charged until the time set for dismissal. Administrative Leave is charged for the remainder of the workday.

Section 5. The Employer may authorize Administrative Leave due to inclement weather, employee hazards, power failure, breakdown of equipment, or other unforeseen circumstances resulting in the interruption or suspension of normal operations. Administrative excusals, when authorized, shall apply to all employees eligible and affected (except critical services). The Employer will provide earliest possible notice.

ARTICLE 20

LEAVE WITHOUT PAY

Section 1. At the discretion of the Employer, employees may be granted Leave Without Pay (LWOP) in accordance with applicable laws and regulations provided their services may be spared. Employees on approved Leave Without Pay shall accrue all rights and privileges, including retirement benefits and coverage under Group Life Insurance and the Federal Employee Health Benefits Program, except as limited by applicable laws and regulations.

Section 2. The Employer agrees that when given adequate advance notice in writing, an employee who has been elected or appointed to serve as a delegate to any Union activity may be granted Annual Leave or Leave Without Pay in accordance with applicable rules and regulations upon approval of the supervisor. If leave is refused the supervisor will, if requested, provide the reason in writing.

Section 3. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniorities to which they are entitled at that time, in accordance with applicable statutes and regulations.

Section 4. The employee who is on approved Leave Without Pay in order to serve as a full time National Union representative, will be permitted, in accordance with applicable regulations, to continue his/her coverage under

the Federal Employee's Group Life Insurance Program, Federal Employee's Health Benefits Program, and accrue retirement credit. In this regard, the Employer will notify the employee of his/her rights to elect to continue his/her coverage in this manner.

Section 5. Employees who are pregnant will be allowed to work as long as they and their doctors feel it is wise, prior to delivery of the child. Maternity leave in the form of Sick Leave, Annual Leave, and Leave Without Pay will be granted during delivery, confinement, and for a period of no more than the period of absence established by the employee, her physician, and her supervisor. The Employer has an obligation to assure continued employment in the employee's position or a position of like seniority, status, and pay, to the employee who is fit to return to work following delivery and confinement, unless termination is otherwise required by expiration of appointment, by reduction-in-force, for cause, or for other reasons unrelated to the maternity absence.

Section 6. At the discretion of the Employer, an employee previously granted Leave Without Pay may be recalled to duty upon a determination by the Employer of a requirement for the employee's services. The reason will be provided to the employee if requested.

ARTICLE 21

ANNUAL LEAVE

Section 1. Employees shall accrue Annual Leave in accordance with applicable laws and regulations.

Section 2. When a Bargaining Unit member submits a timely written request for leave, there can be no discretion whether to schedule leave or not. The supervisor must approve or disapprove the leave in a reasonable time and schedule the leave either at the time requested by the

employee, or if not possible because of the workload, at some later time. When an employee requests annual leave the supervisor when denying the leave must provide to the employee in writing the reason thereof. If the leave is denied due to an exigency the supervisor must provide to the employee a copy of the denial from the official designated as the authority responsible to determine an exigency of public business. The Employer agrees to grant Annual Leave to employees for the purpose of rest, relaxation, or for other justifiable reasons, consistent with workload requirements. The parties understand that leave must be scheduled before the fifth (5th) pay period prior to the end of the leave year. When an employee requests annual leave the supervisor when denying the leave must provide to the employee in writing the reason thereof. If the leave is denied due to an exigency the supervisor must provide to the employee a copy of the denial from the official designated as the authority responsible to determine an exigency of public business. The parties understand that leave must be scheduled before the (5th) fifth pay period prior to the end of the leave year.

Section 3. It is agreed that failure to perform timely counseling of Unit members who subsequently forfeit annual leave and/or if the determination that an exigency of public business has not been presented to the proper official of the Employer for exigency determination it shall constitute an administrative error. It is agreed that if the determination that an exigency of public business has not been presented to the proper official of the Employer for exigency determination, it shall constitute and administrative error.

Section 4. Leave forfeited by operation of 5 U.S.C., 6304(a) or (b) (30-day or 45-day or personal ceiling limitation on accumulated leave), may be restored if the forfeited leave resulted from (1) an administrative error, (2) the exigencies of public business when the annual leave was scheduled in advance, or (3) sickness of the employee, when that annual

leave was scheduled before the (5th) fifth pay period prior to the end of the leave year.

Section 5. Annual Leave to an employee's credit, including leave that will accrue to him/her during the current leave year, or the term of his/her appointment, may be granted in accordance with applicable regulations at any time during the leave year. However, Annual Leave may not be advanced to an employee contemplating separation or retirement in excess of the amount he/she would normally liquidate while in a pay status.

Section 6. If a conflict arises with the scheduling of Annual Leave, it is agreed that the supervisor of the employees involved will grant leave on the basis of workload. In the event previously scheduled vacation leave of forty (40) consecutive hours or more must be canceled within three (3) weeks of the scheduled starting date, the affected employee(s) will be provided with a written explanation of the reason.

Section 7. When, due to workload constraints, more employees than can be authorized have planned Annual Leave for the same week/s, preference shall be given to employees with greater seniority based on Federal Service Computation date. Employees may exercise seniority for a single vacation period per 12-month interval (October 1 thru September 30). Employees may not exercise seniority for the same period for more than two (2) consecutive twelve-month intervals.

Section 8. All members of the Unit will be granted a reasonable amount of leave in the event of a death in the immediate family. Emergency Annual Leave or Annual Leave for other compelling circumstances will be administered in accordance with existing instructions. In the event of no accrued Annual Leave, the employee will be granted an advance of Annual Leave to cover the necessary period of time not to exceed the amount of leave the employee would earn during the current leave year of the

term of his/her appointment. Should none of the above leave be available, the employee shall be granted Leave Without Pay upon request.

Section 9. If, for any reason, the Employer schedules a vacation or other shutdown of the Naval Station, Newport and/or applicable detachments, considerations will be made to provide work for employees not having Annual Leave to their credit. If work cannot be provided to such employees, the Employer will grant an advance of Annual Leave to such eligible employees to cover the period of shutdown of operations, not to exceed the amount of leave the employee would earn during the current leave year or the terms of their appointment. The foregoing section does not apply to furloughs necessitated by budget shortfalls. In the event of any planned period of reduced operations, the Employer will consult with the Local when the above is being considered, prior to a decision being made. The Employer agrees to negotiate the impact and procedures, if requested by the Local.

Section 10. Any employee's reasonable request to take short periods of Annual Leave will be granted if he/she has given his/her supervisor reasonable notice and the workload permits.

Section 11. Annual Leave will be charged in increments of six (6) minutes, with the exception of Shore Leave and Home Leave.

Section 12. The Employer agrees to fairly apportion the granting of all Annual Leave to ensure that no employee shall be forced to forfeit any Annual Leave.

Section 13. Employees seeking consideration for approval as a recipient of an Annual Leave Transfer must establish that he/she has been affected by a personal emergency, and that his/her situation will cause him/her to be in a non-pay status for at least ten (10) workdays. In order to be considered for approval as a leave donor, an employee must

establish that the amount of leave to be donated does not exceed one-half of the amount of leave that would accrue to him/her during the leave year of the donation; that the amount of use-or-lose leave donated does not exceed the amount of use-or-lose leave that the employee could use in the remainder of the year; and that the leave recipient is not the donor's immediate supervisor. An employee must submit a written request to become a leave recipient or donor. If an employee is not capable of making such a request to become a leave recipient, another employee may do so on his/her behalf. The primary point of contact for all leave transfer matters is the Store Front Manager.

Section 14. ANNUAL LEAVE FOR MATERNITY REASONS (See Article 20, Section 5).

ARTICLE 22 **SICK LEAVE**

Section 1. Employees earn Sick Leave in accordance with applicable laws and regulations. Approval of Sick Leave may be granted to employees when they are incapacitated for the performance of their duties, and when they have given notice as early as practicable on the first day of absence, normally within two (2) hours after the beginning of their work shift, to their supervisor or previously designated person or procedure. Sick Leave will be requested in advance for visits to doctors, dentists, practitioners, optometrists, and for the purpose of securing diagnostic examinations and x-rays.

Section 2. Sick absence extending more than three (3) consecutive workdays shall be verified by the statement of a physician or other licensed practitioner, if requested. If a medical certificate cannot be obtained because the illness did not require the "services of a physician or for other reasons, the employee should present a written statement explaining the circumstances, which support of the request

for Sick Leave. Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate requests for Sick Leave for periods less than (3) consecutive workdays, unless the employee has been issued a "Letter of Requirement". It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty on the following basis:

a) There is evidence that the employee has abused his/her Sick Leave privileges within the

previous twelve-month period; and

b) The Employer has counseled the employee in respect to the use of his/her Sick Leave; and

c) The employee has been furnished a written "Letter of Requirement" that he/she must furnish a medical certificate for each absence that he/she claims was due to illness. Such written files will not be filed in the employee's official personnel file. The Employer will review the need for this requirement on at least an annual basis. The above language does not prohibit management from taking disciplinary action in any Situation where evidence exists that an employee has abused his/her Sick Leave. If a supervisor has evidence that a request for sick leave is improper, the request should be denied immediately and may be denied after the fact if evidence is obtained subsequent to a prior approval. When the request for sick leave is denied and the employee is not approved to be absent in some other leave category, the employee will be considered Absent Without Leave (AWOL) if he/she does not report for duty.

Section 3. The Employer and the Local agree that in all cases where "administratively acceptable" necessary and relevant supporting medical documentation is required, the specific type and/or content of the documentation required will be made known to the employee as far in advance as possible.

The content of administratively acceptable supporting medical documentation may normally be expected to include any or all of the following:

a) Specific clinical findings and diagnosis.

b) A prognosis with an estimate as to when full or partial recovery might be expected.

c) A description of any limitations of normal employment functions (sitting, walking, lifting, etc.) which are restricted by the medical condition. The supervisor has the discretion to require less information as the situation may warrant as long as the notification requirements stated above are met. If requested, administratively acceptable documentation must be received within fifteen (15) days after returning to duty or the employee shall be placed in another appropriate leave category (Annual, AWOL) or LWOP if requested by the employee. During extended periods of absence an employee's failure to keep his/her supervisor updated with status reports not less than every seven (7) days may result in a termination of sick leave status at the supervisors discretion.

Section 4. Management will not harass or coerce the employee's physician for the purpose of mitigating the severity of his or her diagnosis and/or prognosis.

Section 5. When the Employer's medical authority recommends an employee be returned to duty for a temporary, brief period of light duty, the Employer shall, to the extent possible and in accordance with applicable rules, regulations, and medical recommendations, make reasonable effort to grant such temporary assignments. The Employer agrees to make reasonable effort to assign the type of work to the employee that will not aggravate his/her illness or injury when such work is available which he/she is qualified to perform. If the Employer is unable to provide such light duty, the employer shall take appropriate action

after considering the recommendation of its medical authority.

Section 6. In accordance with applicable regulations, Sick Leave may be advanced to eligible employees in cases of serious disability or illness, during which hospitalization or confinement at home is required by the attending physician, except in the case of employees known to be contemplating separation from the service. The total advance may not exceed an amount that can be liquidated by subsequent accrual prior to separation. The maximum advance permitted is limited to two hundred forty (240) hours. The advancement of Sick Leave shall not depend upon Annual Leave balance.

Section 7. Annual Leave may be substituted for Sick Leave in accordance with regulations.

Section 8. An employee who furnishes administratively acceptable supporting evidence shall be granted Sick Leave to care for a member of his/her family who is ill at home with a contagious disease requiring isolation, quarantine, or restriction of movement for the period required by local health authorities.

Section 9. Recognizing that distinct advantages accrue to the Employer and that valuable benefits accrue to employees when a low Sick Leave rate is maintained, the Local agrees to assist in vigorously promoting the need for conscientious and prudent use of Sick Leave benefits.

Section J O. SICK LEAVE FOR MATERNITY REASONS.
(Sec Article 20, Section 5).

ARTICLE 23

SAFETY

Section 1. It is management's responsibility to provide and maintain safe working conditions for employees. The Local will cooperate to that end and will encourage all employees to work in a safe manner. It is further recognized that each employee has some responsibility for his/her own safety. The obligation to know and observe safety rules and practices as provided by Executive Order 12196, and OPNAVINST 5100.23B, will become part of the training provided by the Employer. The Employer will welcome, at any time, suggestions that offer practical and economically feasible ways of improving safety conditions.

Section 2. The Employer agrees to one (1) Local Union representative as a member of the Workplace Safety Committee.

Section 3. The Employer agrees to assign sufficiently trained personnel to any job of a hazardous nature as determined by the Employer and to ensure that prompt assistance can be obtained in the event of accident or injury.

Section 4. Ambulance service and emergency treatment to employees will be provided in cases of on-the-job accident or injury as needed.

Section 5. The Employer will notify the Local of all time-lost accidents that occur at NAVSTA involving Bargaining Unit employees. Information concerning these accidents will be provided during the periodic Workplace Safety Committee meetings.

Section 6. The Employer agrees to furnish the protective clothing and equipment necessary for the performance of assigned work.

a) The Employer will coordinate the purchase of protective clothing and equipment deemed necessary by Management for the performance of assigned work in accordance with applicable regulations. In the event such items are not available through government sources due to lack of stock or unique sizes the Employer may identify alternative sources to the cognizant department-purchasing agent to execute the purchase on behalf of the employee. The Employer agrees to fund valid safety shoe requirements up to \$100.00, unless special requirements exist.

Section 7. The Employer agrees that no employee will be required to lift or operate machinery or equipment which requires physical exertion beyond the legal limits set by current Federal laws or regulations.

Section 8. It is agreed that questions regarding the safety of conditions that exist in the workplace, shall be brought by the employee to the immediate attention of the supervisor.

Section 9. Due to the Right To Know legislation, employees shall be made aware of acute and chronic symptoms of exposure to the toxic substances they come in contact with, as information becomes available.

Section 10. The Employer shall provide all employees who work with hazardous chemicals an opportunity to receive medical attention, including any follow-up examinations which the examining physician determines to be necessary, under the following circumstances:

a) Whenever an employee develops signs or symptoms associated with a hazardous chemical to which the employee may have been exposed at the workplace, the employee shall be provided an opportunity to receive an appropriate medical examination.

b) Whenever an event takes place in the work area such as a spill, leak explosion or other occurrence resulting in the likelihood of a hazardous exposure, the effected employee

shall be provided an opportunity for medical consultation. Such consultation shall be for the purpose of determining the need for medical examination.

c) Initial consultations/examinations will normally be performed by the Occupational Health Office Nurse Practitioner at the Naval Ambulatory Care Center and appropriate referral made if needed and shall be provided without cost to the employee, or loss of pay and within a reasonable period of time. Additional medical attention by medical practitioners of an employees choosing may be reimbursed by Federal Employees Health Benefits plans or Office of Workman's' Compensation Programs if determined to meet the requirements of that particular program.

Section 11. The term "imminent danger" means any condition or practice in any workplace which can reasonably be expected to cause death or serious physical harm immediately or before there is sufficient time for the imminence of such danger to be eliminated through normal procedures. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, the employee must report the situation to his/her supervisor or the next immediately available higher-level supervisor. The supervisor will take appropriate action if he/she believes the condition, or corrected condition, poses an immediate danger. Conditions found not to pose an immediate danger will require the employee to return to duty.

Section 12. Employees in t ravel status are covered twenty-four (24) hours a day under the Federal Employees Compensation Act (FECA) for all activities that are

reasonably incident to the employment being performed in such status.

Section 13. Employees are covered by FECA traveling to and from work when:

- a) Transportation to and from work is provided by the Agency.
- b) The employee is required to travel during a curfew or emergency.

ARTICLE 24

EMPLOYEE DEVELOPMENT

Section 1. The Employer will continue to support the training and career development of employees as provided in regulations'. In addition, the Employer will provide employees, within the requirements and funding constraints of the Employer, opportunities to improve their capabilities and further their career development in their respective occupational and career fields through a variety of training and educational resources, rotational assignments, and special projects, when practicable and continued educational classes to support license requirements in the trades. The term "training" is defined as the process of providing for, and making available to, an employee, and placing or enrolling such employee, in a planned, prepared, and coordinated program, course, curriculum, subject, or routine of instruction or education, in scientific, professional, technical, mechanical, trade, clerical, administrative, or other fields, which are, or will be, directly related to the performance by such employee of official duties for the Employer, in order to increase the knowledge, proficiency, ability, skill, and qualifications of such employee in the performance of official duties.

Section 2. Employees facing the problems of "obsolescence of knowledge" in their fields are expected to take positive steps to update their knowledge and prevent or minimize obsolescence. Job related training may be provided by the Employer consistent with funding and workload limitations.

Section 3. In instances where automation has eliminated the need for various functions, the Employer will consider retraining affected employees and/or placing them in other positions without loss of pay.

Section 4. The Employer agrees that the detail into a higher level or different line of work procedure shall not be utilized solely to afford certain employees an undue opportunity to gain qualifying experience or to prevent others from gaining such experience, in accordance with merit staffing regulations.

Section 5. The parties recognize managements right to assignment however, the Employer agrees that the assignment of work as a reward or penalty or effecting such assignments in an arbitrary or capricious manner shall not be utilized solely to afford certain employees an undue opportunity to gain qualifying experience or to prevent others from gaining such experience.

Section 6. Training that is not mandatory, not available to all employees, and limited by class size and/or one-time-only opportunity shall be advertised electronically or the Local Steward cadre as time permits.

Section 7. The Employer agrees to give consideration to the Local views and recommendations in preparation of the policies and programs relating to training of Unit personnel.

Section 8. Employees will be paid the appropriate shift differential if they are required to attend training sessions during a period of time for which a differential is applicable in accordance with applicable laws, rules and regulations.

ARTICLE 25

EMPLOYEE MORALE AND GENERAL BENEFITS

Section 1. It is agreed that a listing of all employees in the Unit by name, grade, position, specialty code, and organizational code shall be provided upon request to the Local on a quarterly basis.

Section 2. The Employer agrees that no employees shall be subject to disciplinary action by the Employer for nonpayment of private debts when the validity of debts is in dispute. This shall not apply to public debts such as money due Federal, State, and Local jurisdiction or court orders where validity is presumed. The Employer and the Local recognize that employees have an obligation to honor their valid and just debts, and encourage them to do so. The Employer will not act as a collection agent nor take disciplinary action solely on the allegation of debt by any private individual or firm. The Employer reserves the right to initiate action for failure to pay those debts, which have been determined to be valid and just. The Employer will release to any firm or individual, only that information concerning its employees which is required under the Freedom of Information Act, or for which the Employer has obtained written permission of the employee to release.

Section 3. The parties recognize reserved parking practices exist at NAVSTA. The Employer will continue to provide parking places for employees as near to their work area as is practicable.

Section 4. The Employer and the Local agree that as soon as practicable after receipt of notification, they shall advise each other of serious illness, Injury, or death of a Bargaining Unit employee whose sickness, injury, or death may be caused by the work environment, in accordance with the Privacy Act.

Section 5. The Employer will make a reasonable effort to maintain adequate rest rooms, drinking and wash water facilities, ventilation, and temperature of buildings in accordance with Department of the Navy standards and applicable regulations.

Section 6. Employees shall be notified of relevant NAVSTA functions as soon as practicable.

Section 7. Employees will be paid a per diem rate, deemed appropriate by regulation, when appropriate.

Section 8. An employee may withdraw his/her resignation or request for retirement at any time before it becomes effective. The Employer may decline such request in accordance with the provisions of 5 CFR 715.202.

Section 9. To the extent consistent with applicable laws and regulations, the Employer agrees that transportation may be provided to an employee requesting it in an emergency situation.

Section 10. Participation in the Blood Donor Program is strongly encouraged. Employees who volunteer as blood donors should be excused for the time necessary for this purpose without charge to leave or loss of pay. Normally, the maximum time excused will not exceed four (4) hours, when held on-site. Additional time not to exceed one (1) day maybe granted by a supervisor when the employee must travel an unusual distance or when the time needed for recuperation is unusual.

Section 11. The Employer agrees to provide employees paid leave in accordance with 5 USC 6327 to serve as a bone marrow or organ donor.

Section 12. The Employer will provide the Local President with information that may affect working conditions as far in advance of implementation as practicable.

ARTICLE 26

WORKING CONDITIONS

Section 1. It is agreed by the parties that when possible, consistent with the workload, employees will not be required to work outside unnecessarily during severe/adverse weather conditions.

Section 2. It is further agreed that whenever authorized officials of the Local make recommendations to the Employer relative to working conditions caused by severe/adverse weather situations, the Employer will consult with the Local and take their recommendations into consideration before making a determination regarding the condition in question.

Section 3. The Employer agrees to furnish the protective clothing, including foul and cold weather gear and equipment, necessary for the performance of assigned work that may be required by safety codes, regulations, or the Employer's policy. These Articles, upon the employee's request, will be replaced once it has been established by the responsible management official that the item is no longer serviceable.

Section 4. In the event the Local identifies a concern with the Employer's assignment of tasks to Unit employees performing trade and craft functions, it may bring such matters to the attention of the Employer. The Employer will meet with the Local and consider its recommendations.

Section 5. Relocation is defined as the movement of one or more members to a new or different office space within N AVSTA. This relocation may occur as part of or independent of a reorganization.

a) When more than one Unit member is relocated, the office space for those members being relocated in the

Organization Segment will be allocated in accordance with the following:

1. When the Activity determines that the purpose of placing of employees according to their primary function establishes a relationship between the space design and the work performed, management will make workspace assignment.

2. Where office space design has no relationship to the technology, methods, and means of accomplishing the Activity's work then employees can select their office space at the new site. Selection will be made by seniority; to be determined by the date service began with the Federal Government. The Organization Segment Head will distribute to all members under his/her supervision a list of all available spaces at least two weeks prior to the scheduled move. An absent Unit member may designate a representative to make his/her preference known.

3. Any person who is relocated shall be eligible to bid for all Unit office space that were vacant in the area moved to during the prior twenty weeks. Preference will be honored except in extraordinary circumstances, where the efficiency of the government is jeopardized. In this case, the

Organization Head will provide the employee, in writing if requested, the specific reason(s) the preference could not be honored.

b) When individual Unit members vacate offices, or when additional office space is made available in the future, and is to be filled by a Unit member, the space will be offered in sequence similar to paragraph (a) above.

c) Management will make a reasonable attempt to ensure that Unit members who are relocated will be given as much work space as they had before the move, when financially expeditious. If during the planning stages, circumstances occur such that the previous work space per individual will

not be met, then NAVSTA will confer with the Local on an as needed basis outside the ground rules prior to finalizing the office space layout.

d) Each individual member will be allowed to arrange the furniture that is mobile in his/her allocated office space so long as the arrangement does not create a safety hazard or interfere with the efficient accomplishment of Organizational Segment tasks.

e) Whenever practical, each Unit member's workspace will be closed off on at least three sides.

f) Where there are two or more employees in a work area, a partition will be provided if requested and practicable.

g) Each Unit member will normally pack his/her belongings in boxes. NAVSTA will provide the boxes. He/she shall label the boxes with his/her name and the identification of the new office space. No Unit member will be required to move boxes, equipment and/or furniture except as required for the efficiency of the service.

h) When relocations are planned, management will make a positive effort to allocate a space for the coffee mess where practicable.

i) No Unit member(s) will be asked or required by their supervisors to pack the belongings of any other person except as required for the efficiency of the service. The provisions of this section shall be followed in all relocations affecting Unit members within NAVSTA. Should the Local request to negotiate a matter that concerns a specific relocation, and which is not covered by this agreement, Management agrees to confer on these matters as long as the relocation can proceed and any agreement reached can be implemented retroactively.

ARTICLE 27

CONTRACTING-OUT OF WORK

Section 1. Criteria for adherence to commercial activities will be in accordance with OPNAVINST 4860.7C and its amendments as well as the prevailing OMB regulations. The Employer agrees that the bargaining unit will be afforded negotiability specific to OPNAVINST 4860.7C and the prevailing OMB regulations.

Section 2. LOCAL ACCESS TO CONTRACT DATA. In accordance with OPNAVINST 4860.7C and OMB Circular A-76, the Local shall be granted access to specifications for contracted work. Further, the Employer, for documentation purposes, will adhere to OPNAVINST 4860.7C and OMB Circular A-76 in making the decision to implement the commercial activities effort. The Local retains the right, as detailed in OPNAVINST 4860.7C and OMB Circular A-76, to appeal any contracting-out decision so as to resolve questions of the cost study determination between contract and in-house performance. It is understood any dispute that specifically addresses the contracting out of government or contractor work can not be subject to the negotiated grievance procedure as OMB Circular A-76 provides the exclusive appeal procedure for the final decision to contract out work.

Section 3. RESPONSIBILITY TO DISPLACED WORKERS. The Employer agrees to attempt to minimize separation actions against members of the Bargaining Unit. This includes considering such actions as officially requesting early out and/or separation incentive pay authority from the Office of Personnel Management (OPM), reassignment, and restricted hiring.

Section 4. LEGALITY OF CONTRACT. The Employer shall ensure that all negotiated contracts are legally fulfilled in accordance with applicable Statutes, Regulations, and Instructions. When an employee's duties and

responsibilities require he or she to work with or train, contractor personnel, those duties and responsibilities will be fully explained by the supervisor, and if necessary, a copy of the contract will be made available.

Section 5. ADMINISTRATION OF CONTRACT. The Employer will encourage employees to be alert for any fraud, waste, and abuse, and to report it in accordance with appropriate applicable Statutes, Regulations, and Instructions. Upon substantiation of a complaint, the Employer shall take the necessary corrective action and eliminate any illegal contractor practices.

Section 6. The Employer agrees to consult with the Local during all stages of an OMB Circular A-76 process that affects Unit members and shall work closely with and consider the recommendations of the Local in the development of the Performance Work Statement (PWS), the solicitation package and the post-competition review process. The Local shall be allocated representation on the PWS.

Section 7. The Employer agrees to consult with the Local in the planning and preparation of the Federal Activities Inventory Reform (FAIR) Act, in the identification of inherently and non-inherently positions of Bargaining Unit members and agrees that the Local may provide input to clarify the duties and responsibilities of a position being evaluated. The Employer also agrees to provide an annual comprehensive list of inherently and non-inherently positions for the Bargaining Unit within five days of the list being approved by the Employer and before it is submitted to the Navy for submission to OMS. Further, the Employer agrees to provide the Local a copy of the OMB approved FAIR Act List in a timely manner.

Section 8. The Employer agrees that during the completion process to ensure that the Employer can comply with the requirements of OMS Circular A-76 and compete effectively, the PWS team, the MEO team and a cadre of

Local representatives will be provided with adequate training and the Employer teams shall be provided with specific experts including but not limited to human resources, procurement, and management experts in the planning, analysis and development phases of the CA process.

Section 9. The Employer agrees that they will make every effort to retain employees displaced by OMB Circular A-76 and/or through Functional Assessments by reassignment and/or priority consideration for new positions or vacancies for displaced employees.

ARTICLE 28

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide the sole procedure for mutually settling grievances over the interpretation and application of the provisions of this Agreement and grievances relating to personnel policies, practices, and matters affecting working conditions that are controlled by Activity rules and regulations. Excluded from this procedure are letters of Caution which are grievable under the Navy Administrative Grievance Procedure (CPI 771), and Matters covered in 5 U.S.C. 7121(c) such as:

- a) Any claimed violation of Subchapter III of Chapter 73 of this title (relating to prohibited political activity).
- b) Retirement, Life Insurance, or Health Insurance.
- c) A suspension or removal under Section 7532 of this title.
- d) Any examination, certification, or appointment.

e) The classification of any position that does not result in the reduction in grade or pay of an employee.

Section 2. 5 U.S.C. 7121(d) provides that an employee may, when grieving or appealing certain actions or alleged actions, elect to process the grievance or appeal under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised his/her option to raise the matter under either a statutory procedure or the negotiated grievance procedure at such time as the employee timely initiates an action under the applicable statutory procedure, or timely files a grievance in writing, in accordance with the provisions of the negotiated procedure, whichever event comes first. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision in the case of any action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

a) Actions covered by optional procedure include:

- (1) 14 days; reduction in grade or pay; and furlough for 3 days or less.)
- (2) Unacceptable Performance (demotions and removals).
- (3) Allegations of discrimination (race, color, religion, sex, age, national origin, marital status, political affiliation and handicapping conditions).

Section 3. Should an employee or group of employees in the Unit or the Local initiate a grievance or complaint involving

the interpretation or application of the agreement which questions the Interpretation of the published agency policy, provisions of law or regulations of appropriate authority outside the agency, and such policy, law, or regulation is an integral part of the agreement, the following procedure will apply:

a) Processing of the grievance beyond Step 1, set forth below, will be delayed until the questioned policy, law, or regulation has been interpreted. The Local will forward, via the Commander, such questions to the cognizant office of issue in the Department of the Navy: Requests for interpretation of matters external to the Department of the Navy will be forwarded to OPM for review. No hearing will be held in either review process. The matter will be forwarded within ten (10) workdays. If a response has not been received within thirty (30) workdays the grievance will proceed in accordance with 3b.

b) Within ten (10) workdays of receipt of the interpretation, the employee or the Local may process other matters in the grievance procedure, including alleged misapplication of the policy, law, or regulation, to Step 2 of this procedure.

Section 4. If several employees have reasonably similar grievances, it is agreed that the Employer will call all the aggrieved employees together if necessary along with the Local representative, and request them to select one case for processing. The decision on the selected case will be binding on all the other cases. If an employee refuses to participate in the agreement, he/she has the right to process his/her grievance individually.

Section 5. An employee or group of employees, if they do so desire, may present a grievance on matters pertinent to the interpretation or application of this Agreement without the intervention of the Local. They must, however use the negotiated grievance procedure as outlined in Section 6 below, and a representative of the Local will be entitled to be

present at all meetings between parties, commencing with Step 2. If the employees elect not to be represented by the Local, they may not pursue the grievance beyond the Commander. If the employees elect to be represented, they must be represented by an official of, or approved by, the Local. The adjustment of the dispute cannot be inconsistent with the terms of the agreement.

Section 6. In the event an employee initiates a complaint, it will commence with Step 1 of the procedure outlined below. A complaint initiated by the Employer or the Local will be processed in accordance with the procedure outlined in Section 7 of this Article.

Step 1. The aggrieved employee at the lowest appropriate supervisory level shall first take up the complaint, normally with his/her immediate supervisor. The supervisor must be informed by the employee or his/her representative that this is a First (1st) step grievance within the negotiated grievance procedure identified with in the collective bargaining agreement. The Local or the employee shall do this within ten (10) workdays after receipt of an unfavorable administrative decision or the knowledge of the event or action prompting the complaint. The employee may be represented or accompanied by a Local representative or representative approved by the Local if he/she so desires. In this discussion, the persons involved shall make whatever investigation is necessary and shall give an answer orally to the aggrieved employee as soon as practicable, but within three (3) workdays after the date of the decision. It is expected that most grievances will be settled at this level. If no satisfactory settlement is reached at this step, and the employee desires to pursue the complaint, he/she must reduce the grievance to writing. The employee must indicate in this written referral whether he/she desires to be represented by the Local. If the employee elects not to be represented, any references to Local representative or concurrence in Steps 2 and 3 below do not apply.

Step 2. The grievance, once reduced to writing in a format mutually acceptable to the Employer and the Local or the employee, must be submitted by the employee, or Local representative, to the employee's Department Head within ten (10) workdays after receipt of the immediate supervisor's decision. The written grievance shall specify the exact nature of the grievance, provide pertinent information related to the grievance, and the resolution desired. The Department Head, or his/her representative, shall schedule to meet with the employee to discuss the grievance within three (3) workdays after receiving the written notice. If the employee has elected to be represented, he/she will be accompanied and represented at this discussion by his/her Shop Steward or an officer of the Local. The immediate supervisor may also be present at this meeting. The decision shall be rendered, in writing, to the employee and the Local, as soon as possible, but not later than ten (10) workdays following the discussion. Normally the 2nd step grievance process will be completed within fourteen (14) working days.

Step 3. If the employee is dissatisfied with the Step 2 decision, he/she may, with the concurrence of the Local, refer the grievance in writing to the Commander via the Labor Relations Advisor within ten (10) workdays of receipt of the Step 2 decision. The Local will indicate in the referral to the Commander if they will submit the grievance to arbitration in the event they are dissatisfied with his/her decision, or when they desire a final decision on the grievance by the Commander. The Commander (or designated representative) shall arrange to meet within ten (10) workdays with the Local Officer or Steward involved and the grievant in an effort to reach settlement of the grievance. The Commander shall render his decision in writing as soon as practicable, but within ten (10) workdays following the discussion. Copies of the decision shall be given to the aggrieved employee and the Local. When a representative for the Commander has been designated for the purpose of investigation, the designee shall make available to the grievant that portion of the investigative

report that represents the position of the grievant, if requested. The grievant and his/her representative shall have three (3) working days to provide written comments relating to the accuracy of that portion of the investigative report before it, along with those comments, are submitted to the Commander for a decision.

Step 4. If the Local has not indicated in Step 3 that they desire a final decision by the Commander and they are not satisfied with the decision made in Step 3, the Local may decide to take the matter to arbitration by notifying the employer in writing of their desire to invoke arbitration within fifteen (15) workdays of receipt of the Step 3 decision. Further processing of the case shall be in accordance with the Article entitled "Arbitration."

Section 7. Grievances or complaints initiated by the Employer or the Local will be submitted to the Commander or the President of the Local, as appropriate. The Commander, or his designated representative, shall arrange to meet within ten (10) workdays with the President or his/her representative and any management officials involved, in an effort to reach settlement of the grievance. Following the meeting, the Commander or the President of the Local shall render his/her decision in writing to the other party as soon as practicable, but within ten (10) workdays following the discussion. If either party is not satisfied with the decision, they may submit the grievance or complaint to arbitration by notifying the other party of their intent in writing within fifteen (15) workdays of receipt of a decision. Further processing of the case shall be in accordance with the Article entitled "Arbitration."

Section 8. At every applicable step of the grievance procedure, the Local, when designated as the representative of the employee, or the employee himself/herself, and the Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay or leave for such service. Overtime will not be paid such witnesses,

the appellant, or the Local representatives, in connection with such proceedings.

Section 9. Immediate supervisors and/or other appropriate levels of supervision that have had an opportunity to hear and decide the grievance will not normally be permitted to attend successive steps, unless they are relevant witnesses.

Section 10. The Employer, insofar as permissible without violating laws, regulations, or government policy, and upon written request, shall provide the Local representative, and/or the employee, with necessary pertinent information from official records to aid in resolving specific grievances. Reasons for not furnishing such information will be provided the parties involved within five (5) workdays.

ARTICLE 29

ARBITRATION

Section 1. If, either the Employer or the Local invokes the right to arbitration in accordance with Article 28 of this agreement, then, within ten (10) working days from the date of receipt of the written arbitration request, the Employer representative and a Local representative will meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, either party may, within ten (10) working days after the meeting, request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. Both parties shall meet within ten (10) working days after receipt of the list. If both parties cannot agree upon one (1) of the listed arbitrators, then the Employer and the Local will alternately strike one (1) arbitrator's name from the list of five (5), and until one name remains. The remaining name shall be the duly selected arbitrator.

Section 2. It is agreed that the only issue before the arbitrator will be the issue stated in writing at Step 3 during the formal

grievance process unless both parties agree to a restatement or expansion of that issue.

Section 3. Any fees and expenses of the arbitrator shall be borne equally by the Employer and the Local, except that the cost of such arbitration on the part of the Employer shall not exceed that authorized by applicable regulations. The employee's Local representative (if an employee of this Activity), grievants, and necessary witnesses shall be excused from duty to testify in the arbitration proceedings which normally will be held during the normal workweek day shift(s). Both parties shall share the cost of any services mutually agreed to in connection with arbitration procedures equally.

Section 4. The arbitrator will be required to render his/her decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearings unless the parties mutually agree otherwise.

Section 5. It is agreed that arbitration provided herein shall be binding in all situations relative to the interpretation and application of this Agreement within the limitations allowed by Law. Either party may file an exception to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 6. Title VI I of the Civil Service Reform Act of 1978, as Amended, amends the Back Pay Act, 5 U.S.C. 5596(b)(1)(A)(ii), effective 11 January 1980. Reasonable attorney fees may be awarded in accordance with applicable laws and regulations, where an employee has been affected by an unjustified or unwarranted personnel action.

ARTICLE 30

VOLUNTARY ALLOTMENTS FOR PAYMENT OF DUES

Section 1. EMPLOYEE ELIGIBILITY. Employees who are members in good standing of the Local may authorize an allotment from their pay to cover the regular dues for such membership, provided that they meet all the following requirements:

a) They regularly receive an established normal amount of pay on the regularly scheduled paydays and that such normal pay is sufficient, after legal deductions and other authorized allotments, to cover the full amount of the allotment for dues established in Section 3 of this Article.

b) They have voluntarily completed a request for such allotment from their pay with full knowledge of the limitations on revocation of the authorization.

c) Employees are included in the Unit for which exclusive recognition has been granted.

Section 2. ALLOTMENT AUTHORIZATION - PROCEDURE AND EFFECTIVE DATES

a) The Local will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for revoking it.

b) The Local agrees to purchase and distribute to its members in good standing the prescribed authorization Form SF 1 187, and to receive completed forms from members who want to request allotments. The President or Treasurer of the Local is designated to receive the completed forms, to enter the current amount of regular dues to be deducted from the member each pay period, and to determine whether the member is in good standing in the

Local. The President or the Treasurer will then complete the required certificate and submit the forms to the Payroll Clerk.

c) Allotments authorized on properly completed and certified forms which are received by the Payroll Clerk three (3) days before the beginning of a pay period will normally be processed, and the authorized amount withheld from the employee's pay for that period, provided the amount of pay due after legal and other established deductions is sufficient to cover the full amount of the allotment for dues established in Section 3. Withholding of the authorized amount will continue until the allotment is terminated under one of the conditions stated in Section 4.

Section 3. AMOUNTS WITHHELD. The Payroll Clerk will withhold the amount authorized from the pay of each employee for whom it has a properly executed current allotment authorization. This amount has been established on the basis of the amount of regular dues (exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees). If the amount of regular dues is changed, the Local will notify HRO NavSta, in writing, of the change. Only one such change will be made in any period of 12 consecutive months. Nothing in this Agreement shall require an employee to become or to remain a member of the Local. Nothing in this Agreement shall require an employee to pay dues for reasons other than voluntary, either through direct payment or pursuant to written authorization by the employee for payroll deduction.

Section 4. TERMINATING ALLOTMENTS. The Accounting Officer will terminate an allotment:

a) If the Local loses required recognition under any of the conditions specified in Title VII of the Civil Service Reform Act. The allotments of all members will be terminated at the end of the pay period following loss of recognition.

b) At the end of the pay period when, or during which an employee is separated from the agency or moves to a position not serviced by the Payroll Clerk.

c) Effective with the first complete pay period after the Payroll Clerk receives written notice from the President that the employee is no longer a member in good standing of the Local.

d) At the beginning of the first pay period following the one-year anniversary of automatic dues deductions, after the employee's written revocation of his/her allotment is received by the Payroll Clerk.

e) For employees who have been subject to automatic dues deductions for at least one year, at the beginning of the first pay period following 1 September, after the employee's written revocation of his/her allotment is received by the Payroll Clerk from the Local President.

Section 5. REMITTING THE AMOUNTS WITHHELD.

Upon disbursement for each pay period, the Accounting Officer will certify for payment the net amount withheld. The check will be made out and sent to: National Association of Government Employees, Local R 1-134, P.O. Box 4404, Middletown, RI 02842. The check will be accompanied by a list of the employee members of the Local who have current allotment authorizations on file the amount withheld from each member's pay, and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deduction.

Section 6. REQUIRED NOTICES

a) The President of the Local will notify the Payroll Clerk in writing within seven (7) working days when an employee with a current allotment authorization ceases to be a member in good standing.

b) The President of the Local will promptly notify the Labor Relations Advisor in the event of a change in dues structure or other change requiring an amendment to this Article.

c) Any written revocation of allotment authorization received by any officer of the Local will be sent to the Payroll Clerk within five (5) days after it is received.

d) The Payroll Clerk will promptly send a copy of each revocation received to the President of the Local.

e) An employee member can voluntarily revoke his/her allotment at any time by completing an SF 1188, or other written, signed notification, and submitting it directly to the Payroll Clerk. Such revocation will become effective in accordance with Section 4.d. above.

ARTICLE 31

BOARDS AND COMMITTEES

Section 1. On any boards or committees to whom the Local has obtained membership by this Article or other Article(s) of the Agreement, the following selection procedure shall be used. The Local shall submit the nominee(s) in writing to the Employer. The Employer shall appoint the nominee(s) to serve.

Section 2. The Local agrees that no Unit member shall be appointed as a full or alternate participant to serve on any more than three (3) committees or boards at the same time.

Section 3. Membership to specific boards or committees shall be dealt with under the appropriate Article(s) in this agreement. In the absence of an appropriate Article(s), Local membership shall be as specified in Section 5, below. Local members appointed under this and other Article(s).

shall be identified as alternate or full participating committee members.

Section 4. The Employer agrees to negotiate membership on new appropriate committees formed after this Agreement is ratified.

Section 5. The Employer agrees to appoint the nominee(s) submitted by the Local to the following committees:

- a) Equal Employment Opportunity Advisory Committee
- b) Workplace Safety Committee
- c) Strategic Sourcing Team
- d) Transition Team

Section 6. The Employer agrees to inform the Local when notified by the local Wage Survey board, team, or committee that a full scale or interim Wage Survey is to be conducted at NAVSTA.

Section 7. To the fullest extent possible, the Employer agrees to Local representation on Wage Survey boards, teams, or committees, which gather local prevailing wage data for use in determining the pay for positions classified in the Federal Wage System. Appointment shall be made pursuant to Section 2 of this Article.

Section 8. If available, the Employer agrees to provide a copy of the survey as soon as practicable.

ARTICLE 32

EMPLOYEE RECOGNITION

Section 1. The Employer, through The Newport NavaLog, by personal contact, and by other available means, may urge

supervisors to recognize the achievements of employees to stimulate improved performance and morale through such means as letters of appreciation, letters of commendation, and appropriate incentive awards.

Section 2. The Employer will use the Performance Appraisal System (Pass/Fail) and ratings of record as the basis for employees advancing in the pay range, including Within-Grade Increases and Quality Step Increases. They also may serve as the justification for Performance Awards. Special Act Awards are considered incentive awards and not performance awards. The monetary value of awards shall not exceed limits noted in the Department of Defense Civilian Personnel Manual, Chapter 400, Subchapter 451 "Awards".

Section 3. The Employer will give consideration to employee requests for paid time off from duty in lieu of a cash award.

Section 4. The Employer and Union agree employees of Naval Station perform community service that reflects well on the command. The Employer agrees to evaluate for recognition nominations submitted by NAVSTA employees for an employee service award.

ARTICLE 33

PERFORMANCE APPRAISAL SYSTEM

Section 1. The purpose of this Performance Appraisal System is to comply with the Civil Service Reform Act (CSRA) of 1978 and to provide for periodic appraisals of job performance of employees in the Bargaining Unit. This Article is intended to encourage and provide for employee participation in establishing performance standards. The results of the Performance Appraisal, along with other pertinent information, will be used as a basis for training,

rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees in the Unit.

Section 2. The appraisal system shall be Pass/Fail. Performance standards must be applied in a fair and equitable manner, consistent with the position description and classification standards for the job. The performance elements and standards will be clear and shall have been established and communicated in advance, so the supervisor and employee have a common understanding of expected performance.

a) Employees shall participate in the development of their performance plan.

b) Employees shall be asked to sign and date the performance plan when the elements are set, at mid-year review, and lastly for the rating of record at the end of the performance year. Employees are also encouraged to initial and date each element when they are set at the beginning of the performance year. Also, the supervisor and employee will discuss the timing and methods to be used in reviewing the employee's performance throughout the appraisal period.

Section 3. The Employer and the Local agree that by definition "critical element" means a component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing organizational goals and objectives, and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

Section 4. The Employer agrees that when an absence of work makes a certain level of performance unattainable, it shall be recognized as a factor beyond the control of the employee and shall not negatively impact the employee's performance rating.

Section 5. The Employer and the Local agree that misconduct should be addressed through the procedures contained in Article 14 and applicable laws, rules and regulations. Incidents of misconduct unrelated to critical performance elements shall not be used to lower performance ratings.

ARTICLE 34 **TRAVEL & SUBSISTENCE**

Section 1. The NAVSTA travel policy is consistent with the policy contained in Joint Travel Regulations (JTR) Vol. 2, and is implemented through the appropriate Naval Station Instruction.

Section 2. Recognizing that existing travel regulations and guidelines change frequently, every effort will be made to keep all employees apprised of current regulations by use of periodic announcements in The Newport NavaLog.

Section 3. Employees traveling on government business who are delayed due to official business are authorized use of government telephone systems to notify their official duty station and their family of a schedule change.

Section 4. Employees traveling for more than one night on government business in the U.S. are authorized use of government telephone systems for brief calls to their residence (but not more than an average of one call per day). Such calls shall not result in a charge to the government even if the employee intends to reimburse the government.

Section 5. Employees not compensated for time spent in a travel status because of exemption from overtime provisions of the Fair Labor Standards Act (FLSA), may use the negotiated grievance procedure to challenge the interpretation and application of FLSA exemption criteria.

ARTICLE 35 **VIDEO DISPLAY TERMINALS** **(VDT)**

Section 1. Ergonomics to the extent made practicable by space and budgetary considerations. Flexibility will be designed into VDT workstations, so they be adapted to the individual employee's need. When designing or ordering such workstations, attention will be given to such areas as:

- a) Lighting, reflecting, and glare.
- b) Screen color and contrast controls.
- c) Monitor and keyboard positioning.
- d) Work area temperature and ventilation.
- e) Adjustable operator chairs.
- f) Printer noise and location.
- g) Easy operator access to frequently used resources, such as reference materials, supplies, etc.

Section 2. REST BREAKS

- a) Employees may take a fifteen (15) minute rest break after two (2) hours of continuous VDT work.
- b) Employees who experience heavy workloads resulting in increased optical strain may take a fifteen (15) minute rest break after one (1) hour of continuous VDT work.
- c) Rest breaks are considered to be time away from the VDT, during which time other work should be performed. Management will attempt to assign other work that is not of eye taxing nature.

Section 3. HEALTH

a) VDT operators who normally use, or will be using, VDTs in excess of two (2) hours a day may be given a nurse physical annually, if requested by the employee. This shall include visual and audiometric screening, blood pressure, pulse, and general health assessment along with an ergonomic assessment of their workstation.

b) If an employee presents medical evidence from a licensed physician that working with VDTs may cause health problems for the employee, the immediate supervisor should be informed. The Employer will consider transferring the employee to other work as quickly as possible without loss of pay, seniority, or other benefits.

c) Pregnant employees working with VDTs may experience discomfort from sitting in one position for long periods of time (especially during the last months of pregnancy). Additional rest breaks may be made available for these employees.

Section 4. SAFETY CONSIDERATIONS

a) Ample leg clearance under work surfaces should be provided so operators can move without restriction.

b) Control wires should be placed to eliminate tripping hazards.

c) Terminals should be equipped with screen hoods and/or anti-glare filters where needed.

d) Acoustic covers should be used on printers to reduce noise levels.

e) Voltage surge suppressors and antistatic mats should be installed, not only to protect the equipment from being damaged, but also the VDT operator.

f) VDT operators should wear protective eye cover when changing printwheels, cleaning and/or performing maintenance on printers, or clearing ribbon and paperjams.

g) The manufacturer's recommendations should be followed for cleaning and maintenance of VDTs and their associated peripheral equipment.

ARTICLE 36

**ENVIRONMENTAL
DIFFERENTIAL**

Section 1. It shall be the policy of the Employer to eliminate or to reduce to the lowest level possible, all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship, or working condition an environmental differential may be warranted. However, the existence of environmental differentials is not intended to condone work practices that circumvent Federal safety laws, rules, and regulations.

Section 2. In accordance with the applicable law and regulation, an environmental differential shall be paid to employees within the Unit whenever they are performing duties that meet the requirements of law and regulation. Typical circumstances which may warrant a pay differential are (1) being exposed to a hazard of an unusual nature which could result in significant injury, illness, or death; (2) being exposed to a physical hardship of an unusual nature under circumstances which cause significant physical discomfort or distress not practically eliminated by protection devices; and (3) being exposed to a working condition of an unusual nature under circumstances involving exposure to fumes, dust, or noise which causes significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation, or conditions which cause abnormal soil of body

and clothing, etc., and, where such distress or discomfort is not practically eliminated.

Section 3. Employees will be notified when it is known that assigned work will qualify for environmental pay. However, if at any time during or immediately after a job assignment an employee believes that such pay is warranted, the employee may bring the matter to the attention of his/her supervisor. If uncertain as to whether a differential is warranted, the supervisor will make a request for a pay determination from the appropriate officials.

Section 4. If the appropriate official designated to make a determination on payment of environmental differential denies such payment, a grievance may be filed through the negotiated grievance procedure.

Section 5. The basis for the percentage rate of environmental differential is 5 CFR Section 532.513 for Wage Grade employees and 5 CFR Section 550.907 for General Schedule employees.

ARTICLE 37

TOOLS AND TOOL REPLACEMENT

Section 1. The Employer will furnish all portable electric tools, special test equipment and shop tools needed for employees to perform their duties. It is recognized that regular hand tools are considered "tools of the trade" and will be furnished by the employee. Typical examples of "tools of the trade" are carpenters squares, measuring tapes, handsaws, hammers, and toolboxes.

Section 2. An employee, who uses personal tools and instruments in the performance of his/he duties, shall obtain supervisory approval and provide an inventory of it to his/her supervisor. This inventory shall be updated to

reflect additions and deletions of personal tools in use. New employees shall provide the inventory on their first day of work, provided they have been advised of this option. Instruments and gauges shall be inspected for condition and accuracy. Items not on an individual's inventory list are not subject to replacement.

Section 3. Tools normally furnished by the employee that are worn out or broken on the job shall be replaced or repaired by the Employer with comparable quality. Evidence of tools worn or broken on the job shall be furnished to the Employer before repair or replacement can be made.

Section 4. The Employer shall replace all tools required to be furnished by the employee, when the tools are stolen or damaged by fire or flood, provided such tools were on the employer's premises at the time of the loss, and reasonable measures were taken as to their safeguard.

ARTICLE 38

DRUG TESTING

Section 1. The Employer agrees to maintain a record and statistical testing data on the employee base that is subject to mandatory drug testing for drugs forbidden under this program. This includes, but not limited to, the name, personal identification number, position, security clearance level, number of annual occurrences employee was selected for testing, number of annual occurrences employee was tested, reason for waiver of any test, test results, retesting where applicable and a reason if a given employee/employees were selected for testing above the employee base average.

Section 2. The Employer agrees to maintain a record in accordance with applicable laws, rules and regulations and statistical testing data on the employee base that is subject to

drug testing when there is reasonable suspicion that an employee may be using drugs forbidden under this program. This includes, but not limited to, the name, personal identification number, position, security clearance level, number of annual occurrences employee was selected for testing, number of annual occurrences employee was tested, reason for waiver of any test, test results, retesting where applicable and a reason if a given employee/employees were selected for testing above the employee base average.

Section 3. Before an employee will be tested for drugs restricted under this program, based on supervisory reasonable suspicion, the following procedure shall be used:

a) The supervisor shall consult with the employee to ascertain if the employee's behavior could be the result of other than drug use.

b) After consulting with the employee and the supervisor still has reasonable suspicious the employee is using restricted drugs, the supervisor shall document the symptoms exhibited by the employee, in a statement, that gave rise to the reasonable suspicion. The supervisor shall sign the statement and take it to the NAVSTA Commanding Officer or his/her designated representative for review and approval. The approval to proceed shall be in writing.

Section 4. The Employer agrees that the selection for testing under this program shall not be used to harass Unit members. Should a Unit member be selected more than once because of supervisory "reasonable suspicion" and tested negative, the Commanding Officer shall conduct an internal investigation as to what gave rise to the reasonable suspicion.

Section 5. The Employer agrees that training on the program will be prepared by a qualified agency official and that training will be provided to employees of the employer who administer the program at NAVSTA.

Section 6. The Employer agrees to abide by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) law in all aspects of the program.

ARTICLE 39

EFFECTIVE DATE, DURATION, AND CHANGES TO AGREEMENT

Section 1. This basic Agreement shall become effective upon Local ratification and approval by the Employer and the Department of Defense. Subsequent to such ratification and approval, any supplemental negotiated agreement on items listed under Section 3 of this Article require similar approval and become a part of this basic Agreement.

Section 2. This Agreement (and any subsequent supplements) shall be binding upon the Employer and the Local for a period of five (5) years from the effective date of the basic Agreement. Upon mutual agreement of the parties, this Agreement may be extended for one (1) additional year. In the event it is mutually agreed to extend this Agreement, it must be brought into conformance with existing published Department of Defense and Department of the Navy policies and regulations as well as regulations of other appropriate authorities and applicable laws.

Section 3. By request of either party, this Agreement may be opened for amendment after it has been in force and effect. Negotiation of any such amendment will begin within twenty (20) calendar days after receipt of a request to reopen. In addition, in the event any regulations or changes to existing regulations require revision of this Agreement, the Employer will meet with the Local to work out necessary changes. In any event, the request for revision by either party will be in writing and include a summary of the basis for the request. Revisions will become effective upon ratification by the Local and approval by the Employer and the Department of Defense.

Section 4. The termination of this Agreement shall not, in and of itself, serve to terminate the exclusive recognition of the Local as long as the Local shall continue to be eligible for such recognition under the applicable regulations.

Section 5. The parties agree that all Memoranda of Understanding (MOU's) executed under the previous agreement(s) will expire ninety (90) days after the effective date of this Agreement, unless identified and reinstated by the C01.ncil and the Employer.

APPENDIX A

WELCOME TO NAVAL STATION NEWPORT
EMPLOYEES OF NAVAL STATION NEWPORT ARE REPRESENTED BY ONE OF THE
FOLLOWING UNIONS

NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES (NAGE)
NAGE REPRESENTS ALL NON-PROFESSIONAL
EMPLOYEES
MR. PATRICK LAWERY, PRESIDENT (401) 832-4540

FEDERAL UNION OF SCIENTISTS AND ENGINEERS/NATIONAL
ASSOCIATION OF GOVERNMENT EMPLOYEES
FUSE/NAGE REPRESENTS ALL APPROPRIATED FUNDED PROFESSIONAL
EMPLOYEES
MR. DANIEL SULLIVAN, PRESIDENT (401) 841-7619

INTERNATIONAL BROTHERHOOD OF POICE OFFICERS (IBPO)
IBPO REPRESENTS ALL POLICE OFFICERS
MR. ROBERT GRINDER, PRESIDENT (401) 841-4041

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)
IAFF REPRESENTS ALL FIREFIGHTERS
MR. NOCHOLAS ZINNI, PRESIDENT (401)

APPENDIX B



RI-134 HAGE RI-134 INDICATE
 NAGE GRIEVANCE COMPLAINT FORM STEP

NAME (last, First, Middle Initial)

ADDRESS (Street, city, State, ZIP)

Telephone No. (Home) (Office)

Name and Address of Government Agency Where Employed

Occupation Grade or Title Code

Name Management Official With Whom This Complaint is Being Filed
 Title Code

Number of Days: From ___/___/___

To: ___/___/___

(Signature) Management

Union

Date ██████████

Date

Signature of Employee Date Signature of NAGE RI-134 Rep Date

APPENDIX C

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

DESIGNATION OF REPRESENTATION

I hereby designate the NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE) to represent me and to receive all information and records related to me.

I hereby designate the NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE) to represent me and to receive all information and records related to me.

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R1-134

Name of Complainant: _____

Address of Complainant (work/home):

Home: _____ Telephone Numbers Work: _____

Signature of Complainant

Signature of Union Official

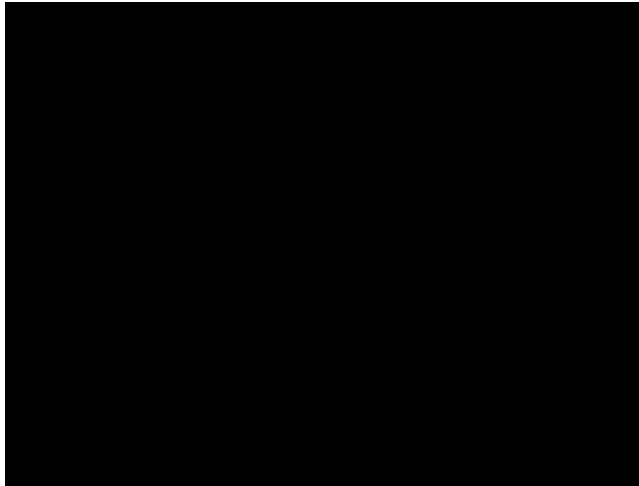
Date

Date

IN WITNESS WHEREOF the parties hereto by their authorized representatives have executed this Agreement on **thi** June 2005.

For NAGE R1-1: S.C:

For the EMPLOYER:





██████████

90 _____