

# **COLLECTIVE BARGAINING AGREEMENT**

*between*

*and*

**Naval Air Depot**

**Jacksonville, Florida**

**International Federation of**

**Professional and Technical Engineers**

**Local 22**

*Effective 1 October 2003*

In witness whereof the parties hereto have executed this Agreement on this 1<sup>st</sup> day of October 2003.

**For the Union:**

President, IFPTE Local 22

Chief Negotiator

Member

Member

Member

Member

**For the Employer:**

Commanding Officer

Chief Negotiator

Member

Member

Member

Member

Approved by the Department of Defense on October 7, 2003, to be effective October 7, 2003

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
	<b>PREAMBLE</b>	
<b>ARTICLE 1</b>	<b>Recognition and Unit Designation</b>	<b>1</b>
<b>ARTICLE 2</b>	<b>Provisions of Law and Regulation</b>	<b>2</b>
<b>ARTICLE 3</b>	<b>Matters Appropriate for Negotiation</b>	<b>2</b>
<b>ARTICLE 4</b>	<b>Rights of the Employer</b>	<b>5</b>
<b>ARTICLE 5</b>	<b>Rights of Employees</b>	<b>6</b>
<b>ARTICLE 6</b>	<b>Rights and Obligations of the Union</b>	<b>8</b>
<b>ARTICLE 7</b>	<b>Union Representation</b>	<b>10</b>
<b>ARTICLE 8</b>	<b>Performance Ratings</b>	<b>13</b>
<b>ARTICLE 9</b>	<b>Basic Workweek</b>	<b>17</b>
<b>ARTICLE 10</b>	<b>10 Hours of Work</b>	<b>17</b>
<b>ARTICLE 11</b>	<b>Overtime</b>	<b>22</b>
<b>ARTICLE 12</b>	<b>Participation in Wage Surveys</b>	<b>26</b>
<b>ARTICLE 13</b>	<b>Leave</b>	<b>26</b>
<b>ARTICLE 14</b>	<b>Excused Absences</b>	<b>40</b>
<b>ARTICLE 15</b>	<b>Injury Compensation/Worker's Compensation</b>	<b>41</b>
<b>ARTICLE 16</b>	<b>Filling Manpower Requirements</b>	<b>42</b>
<b>ARTICLE 17</b>	<b>Position Descriptions and Classifications</b>	<b>46</b>
<b>ARTICLE 18</b>	<b>Reduction-In-Force</b>	<b>48</b>
<b>ARTICLE 19</b>	<b>Training</b>	<b>50</b>
<b>ARTICLE 20</b>	<b>Safety, Health and Welfare</b>	<b>51</b>
<b>ARTICLE 21</b>	<b>Publicity, Facilities, Resources and Equipment</b>	<b>52</b>
<b>ARTICLE 22</b>	<b>Security</b>	<b>53</b>
<b>ARTICLE 23</b>	<b>Voluntary Allotment of Dues</b>	<b>53</b>
<b>ARTICLE 24</b>	<b>Travel</b>	<b>56</b>
<b>ARTICLE 25</b>	<b>Parking</b>	<b>59</b>
<b>ARTICLE 26</b>	<b>Equal Employment Opportunity</b>	<b>60</b>
<b>ARTICLE 27</b>	<b>Assistance Program</b>	<b>62</b>
<b>ARTICLE 28</b>	<b>Disciplinary Actions</b>	<b>63</b>
<b>ARTICLE 29</b>	<b>Adverse Actions</b>	<b>65</b>
<b>ARTICLE 30</b>	<b>Negotiated Grievance Procedure</b>	<b>66</b>
<b>ARTICLE 31</b>	<b>Arbitration</b>	<b>71</b>
<b>ARTICLE 32</b>	<b>Awards Program</b>	<b>72</b>
<b>ARTICLE 33</b>	<b>Reduced Operations or Shutdown</b>	<b>74</b>
<b>ARTICLE 34</b>	<b>Duration, Changes, and Effective Date</b>	<b>75</b>
<b>ARTICLE 35</b>	<b>Contracting Out Work</b>	<b>76</b>

APPENDIX A - Request for Official Time

APPENDIX B - Overtime Roster

APPENDIX C - Employee Absences for Court or Court-Related Services

APPENDIX D - Grievance Submission Form

These document are separate but linked to this Forms document online.

**PREAMBLE**

Pursuant to the policy set forth by the Civil Service Reform Act (CSRA) of 1978 (Public Law 95-454) regarding Federal Labor-Management Relations (Title VII), hereinafter referred to as the STATUTE or ACT, the following articles of this basic Agreement, together with any and all written supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total Agreement by and between the Naval Air Depot, Naval Air Station, Jacksonville, Florida, an element of the Department of Defense, an Executive Agency of the Government, hereinafter referred to as the Employer, and the International Federation of Professional and Technical Engineers, Local 22, hereinafter referred to as the Union, for the Employees in the Unit described in Article 1 of this Agreement, hereinafter referred to as the Employees. The Employer and the Union, hereinafter referred together as the Parties, recognize that experience in both private and public employment indicates that the statutory protection of the right of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the Public Interest, contributes to the effective conduct of public business and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment. The Public Interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, the Parties recognize that labor organizations and collective bargaining in the civil service are in the Public Interest.

The Parties further recognize the purpose of this Agreement is to prescribe certain rights and obligations of the Employees to the Employer, and to establish procedures which are designed to meet special requirements and needs of the Employer. Such provisions should be interpreted in a manner consistent with the requirements of an effective and efficient Employer.

In recognition of the respective rights and obligations of the Parties, the Union and the Employer, intending to be covered thereby, agree as follows:

**ARTICLE 1**

**RECOGNITION AND UNIT DESIGNATION**

**SECTION 1 RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

The Employer recognizes that the Union is the exclusive representative of all Employees in the Unit as defined in Section 2 below.

**SECTION 2. UNIT DESIGNATION**

The Unit to which this Agreement is applicable is as follows:

**INCLUDED:** All other nonprofessional and non-supervisory Employees, ungraded Planners and Estimators, Progressmen, and Production Shop Planners, Engineering Technicians, Production Controllers, Equipment Specialists, and GS-1101 Employees employed by the Naval Aviation Depot, Naval Air Station, Jacksonville, Florida.

**EXCLUDED:** All professional employees, supervisors, management officials, employees currently represented in other bargaining units by other exclusive representatives and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6), and (7).

## **ARTICLE 2**

### **PROVISIONS OF LAW AND REGULATION**

#### **SECTION 1 GENERAL**

In the administration of all matters covered by this Agreement, the Employer and Employees are governed by laws and regulations of appropriate government authorities and by present and future published Department of Defense and Navy Department policies and regulations in existence at the time this Agreement is executed and in effect. In the event future laws, policies or regulations conflict with this Agreement and there is an obligation to bargain, bargaining shall occur in accordance with Article 3 of this Agreement prior to implementation. It is agreed that all provisions of the United States Code or the Code of Federal Regulations, whether or not expressly incorporated by reference in this Agreement, are binding on the parties.

#### **SECTION 2 AUTHORITY OF THE AGREEMENT**

It is agreed that provisions of this Agreement shall supersede prior or existing practices, policies, or instructions which are within the authority and discretion of the Employer to the extent that such practices, policies, or instructions conflict with the terms of this Agreement.

#### **SECTION 3 APPLICATION OF THE AGREEMENT**

The Employer agrees to apply its policies, instructions, or practices in a fair and equitable manner. Any changes to an Employer-issued policy, instruction or practice, for which there is an obligation to bargain pursuant to 5 USC 7117, shall be in accordance with Article 3 of this Agreement.

## **ARTICLE 3**

### **MATTERS APPROPRIATE FOR NEGOTIATION**

#### **SECTION 1 GENERAL**

The Employer and the Union shall meet at reasonable times during the term of this Agreement and negotiate in good faith with respect to Employer-originated changes concerning personnel policy, practices, and matters affecting the conditions of employment of Unit Employees; to the extent required by applicable law, rule, regulation, and the terms of this Agreement.

#### **SECTION 2 MATTERS APPROPRIATE FOR NEGOTIATION**

The term "negotiate" for purposes of this Agreement shall mean the process whereby the Union and the Employer meet and confer in good faith, with the object in mind of reaching

mutual agreement regarding the Employer's proposed implementation of a change to existing personnel policy, practices and conditions of employment to the extent that such changes are negotiable as specified by applicable law, rule, or regulations of higher authority.

### **SECTION 3 PROCEDURES**

Prior to the Employer implementing a new policy or a change to existing personnel policy, practice, or conditions of employment, the following steps shall occur:

a. Step 1: The Employer shall notify the Union, in writing, that the Employer intends to make a proposed change(s) and shall advise the Union of the proposed implementation date(s). The Union shall acknowledge by written receipt the Employer's notification.

b. Step 2: Within 15 working days after the Union's receipt of the notification provided in Step 1 above, the Union, if it desires to negotiate the proposed change(s), shall submit a written notification to the Employer to that effect. The Employer shall acknowledge by written receipt the Union's notification.

c. Step 3: Upon receipt of the Union's request to negotiate, the Employer shall meet with the Union within 5 working days to negotiate the proposed change(s) with the intent in mind of reaching mutual agreement. The Employer and the Union shall use the Ground Rules as listed below in Section 4.

d. Step 4: Upon reaching mutual agreement, the understanding reached shall be reduced to a written document and duly executed by an authorized representative of the Employer and Union. It is agreed and understood by the Union and the Employer, that the terms of the aforementioned document shall automatically rescind any personnel policy, practice or written understanding between the Employer and the Union which were in existence prior to the date the aforementioned document is executed.

e. Step 5: In the event that, after good faith and diligent efforts on the part of the Employer and the Union, mutual agreement cannot be reached, either the Union or the Employer may seek Mediation. If Mediation is not desired or if after Mediation a mutual agreement cannot be reached, either the Union or the Employer may declare that an Impasse has occurred. If Impasse occurs, the declaring party shall take all necessary and proper written action to resolve the Impasse in accordance with governing law, rule, and regulations. It is agreed and understood that in the event the Union declares the Impasse the Employer may implement its last best offer pending formal resolution of the Impasse. However, it is also understood that the Employer's implementation may require modification in the event that the Employer is directed to do so by the Federal Services Impasse Panel.

#### **SECTION 4 GROUND RULES**

The Employer and the Union shall select their Chief Negotiator, Alternate Chief Negotiator and, if necessary, a mutually agreed upon number of Team Member(s). The Chief Negotiators are responsible for maintaining order, voting on issues and replacing a Team Member(s). The Alternate Chief Negotiator shall assume the duties of the Chief Negotiator during his/her absence. The Team Member(s) should participate in the negotiations. The Employer shall provide the meeting locations and the Chief Negotiators shall mutually agree on the dates and times of those meetings. Meetings shall not be canceled unless mutually agreed to by the Chief Negotiators. A quorum shall be mutually agreed to by the Chief Negotiators. Unless the Chief Negotiators mutually agreed to other arrangements, a meeting shall be promptly canceled if a quorum is not established fifteen (15) minutes after the meeting's scheduled starting time or if the quorum is not maintained once the meeting begins. There shall be no personal attacks, insults, threats, retaliations, sneering or any other unacceptable behavior towards any Team Member(s). The Chief Negotiators are responsible for maintaining order and replacing members who disrespect other members.

**ARTICLE 4**

**RIGHTS OF THE EMPLOYER**

In accordance with Chapter 71, Title 5, Section 7106 of the United States Code, the Management Official of the Agency/Employer has the following rights:

- a. Subject to subsection (b) of Section 7106, nothing in Chapter 71 shall affect the authority of the Employer
  - (1) to determine the mission, budget, organization, number of Employees, and internal security practices of the Employer; and
  - (2) in accordance with applicable laws
    - (a) to hire, assign, direct, lay off, and retain Employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
    - (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
    - (c) with respect to filling positions, to make selections for appointments from
      - 1. among properly ranked and certified candidates for promotion; or
      - 2. any other appropriate source; and
    - (d) to take whatever actions that may be necessary to carry out the Management Official of the Agency/Employer's mission during emergencies.
- b. Nothing in this section shall preclude the Employer and the Union from negotiating
  - (1) at the election of the Employer, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty involving Employees, or on the technology, methods, and means of performing work by Employees;
  - (2) procedures which the Employer shall observe in exercising any authority under this section; or
  - (3) appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by the Employer.

## **ARTICLE 5**

### **RIGHTS OF EMPLOYEES**

#### **SECTION 1 GENERAL**

In accordance with Chapter 71, Title 5 Section 7102 of the United States Code, each Employee shall have the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. However, the Union has the right to reject or disqualify membership it deems appropriate. Included is the right:

To act for the Union in the capacity of a Representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and

a. To engage in collective bargaining with respect to conditions of employment through Union Representatives chosen by the Union Executive Board.

#### **SECTION 2 FAIR AND EQUITABLE TREATMENT**

The Parties shall ensure that Employees are apprised of the rights and privileges provided in the ACT (Chapter 71, Title 5 Section 7116 of the United States Code) and that no interference, restraint, coercion, or discrimination is practiced within the Union and/or by the Employer to encourage or discourage membership in any labor organization. The Employer shall fairly and equitably apply all personnel policies and practices, to include the provisions of this Agreement, to Employees.

#### **SECTION 3 UNION REPRESENTATION**

A Representative of the Union shall be authorized fifteen (15) minutes of official time (excluding official travel time) for the purpose of providing each new Bargaining Unit Employee a copy of this Agreement and to furnish the Employee such information as may be reasonable and proper. Release of Union Representatives for this purpose shall be granted as set forth by provisions in Article 7 of this Agreement.

#### **SECTION 4 INVOLVEMENT IN NON-PROFIT ORGANIZATIONS**

Employees have the right to form, join, or assist any non-profit organization or to refrain from any such activity, freely and without fear of penalty or reprisal, subject to applicable law and regulation.

#### **SECTION 5 INVOLVEMENT IN EMPLOYER-ENDORSED ACTIVITIES**

Participation in Employer-endorsed activities is voluntary. While solicitations may be made with regard to certain Employer-sponsored charitable activities, the Parties shall not

require or otherwise coerce Employees to participate in such activities. Furthermore, the Parties shall not treat Employees differently as a result of their participation or non-participation in Employer-endorsed activities.

### **SECTION 6 CONFIDENTIALITY OF UNION MEMBERSHIP**

To the extent set forth by law and regulation, the Parties shall keep Union membership information confidential to protect the privacy of dues-paying Employees. This information shall be kept confidential by limiting access only to the payroll department, Human Resource Office (HRO) and the Union. HRO shall be limited to processing Employees to/from the Union rolls.

### **SECTION 7 CHAIN OF COMMAND**

Employees shall be informed of the name of their immediate supervisor and all other individuals in their chain of command. Employees shall have only one direct first level supervisor.

### **SECTION 8 RIGHTS TO UNION REPRESENTATION**

Each Employee has the right to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations and established policies and is not precluded from:

- a. Being represented by the Union, being represented by an attorney or other representative of the Employee's own choosing in any grievance or appeal action.
- b. Exercising grievance or appellate rights established by law, rule or regulation.
- c. Having Union representation during any examination of or meeting with the Employer or a representative of the Employer in connection with an investigation if:
  - (1) She/he reasonably believes that the examination or meeting may result in disciplinary action against her/him; and
  - (2) She/he requests Union representation.

**NOTE:** Certain interactions between the Employer and Employee are not considered an examination or meeting as defined in Section 8 (c). A discussion of a work assignment is one such situation. Another situation occurs when the Employer issues an Employee a Notice of Proposed Disciplinary/Adverse Action or Notice of Decision on Proposed Disciplinary/Adverse Action. **The Employee may request Union representation in this situation. If Union representation is not available in this situation, the Employer and the Employee shall not discuss the notice. Non-availability of the Union Representative (normally within 6 hours of notice of issuance) shall not delay issuance of the notice.** In that particular situation, the Employer shall present the notice to the Employee and the Employee shall take possession of a copy(s) of it.

## **SECTION 9 RIGHTS TO INFORMATION**

Upon their request and in accordance with the Privacy Act (PA) and Freedom of Information Act (FOIA), the Employee or his/her designated representative shall be provided with all records/information maintained/possessed by the Employer.

## **SECTION 10 GARNISHMENT OF WAGES**

The Employer shall neither collect an Employee's unacknowledged debts or debts not based on a court judgment for, nor provide information about an Employee to, the private sector except as required by law and regulation. Garnishment of Employee wages shall be in accordance with applicable law and regulation (i.e., 5 CFR 581, 582 etc.). This provision does not apply to debts owed to the federal government (i.e., overpayments for travel, Permanent Change of Station (PCS), salary, etc.). Debts of overpayment owed to the federal government shall be collected in accordance with DOD 7000.14-R.

## **SECTION 11 APPEAL RIGHTS**

Any violation of Sections 9 or 10 of this Article, whether procedural or substantive, by the Employer shall be governed by the applicable federal statute appeal process (i.e., PA, FOIA, Federal garnishment statute 15 USCA 1673) and not by the Parties' grievance procedures.

# **ARTICLE 6**

## **RIGHTS AND OBLIGATIONS OF THE UNION**

### **SECTION 1 GENERAL**

The Union shall have the right and obligation to represent the interests of all Unit Employees concerning the administration of this Agreement, without discrimination and without regard to Union membership. The Union is entitled to act for and negotiate collective bargaining agreements covering Unit Employees.

### **SECTION 2 RESTRICTIONS ON REPRESENTATION**

The Union reserves the right to restrict its representation to members of the Union under the following circumstances: Appeals before the Merit System Protection Board (MSPB).

- a. Appeals under the Worker's Compensation Act.
- b. Appeals under the Worker's Unemployment Compensation Act.
- c. Appeals to the Federal District or other appropriate courts.
- d. All other litigation forums not covered by the negotiated grievance procedure contained in this Agreement.

It is understood that the Employer shall not authorize official duty time to Union representatives for the purpose of such representatives participating in any of the above forums.

### **SECTION 3 RIGHT TO BE REPRESENTED**

The Union has the right to be present and represented at:

All formal discussions between one or more representatives of the agency and one or more Employees or their representatives concerning any grievance or personnel policy or practice or other general condition of employment, including Employee-filed grievances, regardless of Employee consent. The Employer has the responsibility to notify the Union prior to holding these formal discussions. The Union shall determine who shall represent the Union at these meetings.

a. Any examination or meeting with an Employee by a representative of the agency in connection with an investigation if:

- (1) The Employee reasonably believes that the examination or meeting may result in disciplinary action against the Employee; and
- (2) The Employee requests representation.

**NOTE:** Prior to an examination or meeting, the Employer shall advise the Employee of the purpose of the examination and his/her rights to Union Representation.

"Agency" means an Executive agency (including a nonappropriated fund instrumentality described in 5 USC 2105(c) and the Veterans' Canteen Service, Veterans' Administration), the Library of Congress, and the Government Printing Office, but does not include

- a. The General Accounting Office
- b. The Federal Bureau of Investigation
- c. The Central Intelligence Agency
- d. The National Security Agency
- e. The Tennessee Valley Authority
- f. The Federal Labor Relations Authority
- g. The Federal Service Impasses Panel

### **SECTION 4 CONFERRING WITH EMPLOYEES DURING EXAMINATIONS**

When the Union is representing a Unit Employee with regard to an examination described in Section 3.b. above, it is understood that the Union's representative may confer with the Employee during the examination and at the appropriate time make the Union's views known. It is understood that the presence of a Union representative during the

examination does not in any fashion lessen the Employee's obligation to cooperate and participate in the examination to the best of his or her ability.

### **SECTION 5 RIGHT TO EMPLOYER-PUBLISHED POLICIES**

The Employer agrees to furnish the Union and maintain on a current basis, a copy of Employer originated personnel policies to the extent that such policy issuances are applicable to bargaining Unit Employees. In addition, the Employer agrees to provide the Union upon request access to published personnel policy issued by higher authority to the extent that such policy is applicable to Unit Employees and is reasonably available to the Employer.

### **SECTION 6 RIGHT TO CURRENT EMPLOYEE LISTINGS**

The Employer shall furnish the Union, on a quarterly basis, with a current listing of all civil service personnel employed by the Employer. The listing shall contain: first name, middle initial, and last name; job title, series, and grade; organizational code; Leave Service Computation Date (LSCD); and Bargaining Unit Status (BUS) code for each individual. This listing shall be provided electronically to an Automated Data Processing site designated by the Union.

## **ARTICLE 7**

### **UNION REPRESENTATION**

#### **SECTION 1 UNION OFFICIALS**

a. The Union shall provide the Employer with a listing of its Officers and Stewards initially and when changes are made. The Union shall determine the number of Officers and Stewards required, not exceeding 3% of the total number of Bargaining Unit Employees. The Employer shall only recognize those individuals who are duly designated by the Union. The Employer shall grant the Union one (1) full time Union Representative and all other Official Time in accordance with the procedures established in Section 2 c. of this Article.

b. The Union shall determine the full time Representative required, notify the Employer of that individual, and when that individual changes at least one pay period in advance. The full time Representative shall remain a Federal Employee of the Employer and there shall be no loss of benefits or entitlements that he/she would otherwise receive. The full time Representative's last performance appraisal shall be used the entire time of his/her assignment. The full time Representative shall not be required to submit official time requests. All Union Representatives shall be provided the opportunity to discharge their responsibilities to Employees consistent with the terms of this Agreement without restraint, interference, coercion, intimidation, retaliation or discrimination, nor shall they be denied any rights or privileges otherwise entitled by law and regulation.

## **SECTION 2 OFFICIAL TIME**

a. **GENERAL.** Each Party recognizes the importance of performing primary job responsibilities as well as the responsibilities of the Union Representatives to conduct Official Union business as authorized by law and regulation. Official time to conduct representational duties shall be granted to Union Representatives, subject to workload considerations when applicable. The Employer and the Union agree that official time requests shall not be unreasonably requested or denied. Official time requests and/or denials shall not be unduly delayed. In this joint interest, if the Employer anticipates denying a request for official time, a meeting shall be held with the Union to discuss the request before a final decision is rendered.

b. **USES OF OFFICIAL TIME.** In accordance with procedures set forth in this Article, Union Representatives shall be authorized official time during duty hours, without charge to leave or loss of pay, to perform authorized activities such as:

- (1) Preparing for and participating in meetings with the Employer to discuss and/or negotiate new or changes in policies, practices or conditions of employment.
- (2) Investigating, preparing, participating in, and presenting grievance(s).
- (3) Representing and performing an investigation on behalf of an Employee, after notice of meetings to receive proposed disciplinary actions, during the disciplinary action meetings or any other actions or examinations for which the Employee believes he/she will be disciplined by the Employer, if requested by the Employee.
- (4) Negotiating, administering and preparing proposals for Collective Bargaining Agreement negotiations.
- (5) Preparing for and participating in third party proceedings (e.g., mediation, impasse, arbitration, petitioning, FLRA and MSPB cases). Investigating, preparing, and presenting Unfair Labor Practices.
- (6) Attending and participating in orientation sessions for new Bargaining Unit Employees.
- (7) Performing activities authorized by the Federal Service Labor Management Relations statute.
- (8) Participating on Selection Advisory Boards (SAB).
- (9) Substituting for the full time Representative when that Representative is absent from duty or otherwise precluded from performing representational functions for a period of one or more full work days.
- (10) Participating in Official Wage Surveys as the designated Union Representative.

**NOTE:** The Employer shall allow Employees, other than Union Officers and Stewards, to attend the above mentioned activities as subject matter experts, witnesses or participants when requested and substantiated by the Union.

- c. **REQUESTING OFFICIAL TIME.** When official time is required to perform an authorized activity described in Section 2 of this Article, Union Representatives excluding the full-time Representative shall utilize the following process:
- (1) Submit a Request for Official Time form (Appendix A) to their immediate supervisor, or authorized designee. The Supervisor or authorized designee shall complete the Request for Official Time form on the day it is requested. Approval to leave the work site shall normally be granted.
  - (2) If the request for official time is disapproved, the following steps shall occur:
    - (a) The Supervisor or authorized designee shall provide the Union Representative with a definitive and documentable workload reason(s) that is necessary and relevant to the denial. The Supervisor or authorized designee shall document the reason(s) for disapproval on the Request for Official Time form (Appendix A).
    - (b) Unless other mutually agreed upon arrangements are made, the Supervisor or authorized designee and Union Representative shall meet on the same day the request was submitted to agree to another date and time for the use of the official time requested. Furthermore, the Employer shall allow the Union time extensions if time constraints are affected by this disapproval. The extension days shall be no less than the days delayed by the disapproval.
  - (3) The Union Representative shall notify the Supervisor of the actual time used if it is different from the estimated time by the close of the business day.
  - (4) As soon as practicable, the Supervisor and the Union Representative shall initial off on the actual time used and the Supervisor shall provide the Union Representative with a completed copy of the Request for Official Time form (Appendix
  - (5) If permission to leave the work site is denied or delayed for the Union Representative involved in the matter, the cognizant Supervisor, or authorized designee, shall provide the Union Representative with an estimated time of delay before permission to perform the requested authorized activity is granted as noted in the Request for Official Time form (Appendix A).

### **SECTION 3 OFFICIAL TIME FOR TRAINING**

- a. An Employee who is a designated Union Representative may be authorized official time for attendance at Union-sponsored training, provided the subject matter of such training is of mutual concern and benefit to the Employer and the Employee in his capacity as a Union Representative. Approval of such training is subject to workload considerations. The total excused hours for such training is based on the number of actual Union Representatives on board when this Agreement is approved and each fiscal year thereafter as follows:

- (1) 20 hours per fiscal year for the Union President and up to two (2) Vice Presidents;  
and
- (2) 16 hours per fiscal year for all other designated Union Representatives.

**NOTE:** The total number of training hours noted above can be reallocated by the Union to meet its training requirements.

Requests for official time for training shall include justification, such as an agenda or course description. Such requests shall be submitted in writing to the Employer's Commanding Officer or authorized designee via the Union-designated Representative's department head, in time to allow for administrative approval/disapproval prior to the scheduled training (normally 10 workdays) with an advanced copy to the Commanding Officer or authorized designee.

b. Official time shall only be granted for those portions of a training session that are within the scope of the ACT (Title 5, Chapter 71, United States Code), are of mutual concern to the Union and the Employer, and are not connected in any way with the internal business of the Union.

#### **SECTION 4 UNION VISITORS**

The Employer agrees that any authorized and properly identified Union visitor, who is not an employee of the activity, shall be allowed to visit the activity on official Union business in connection with the responsibilities of the Union under the provisions of the Civil Service Reform Act (CSRA) and the terms of this Agreement. The Union shall notify the Employer if the non-federal Employee is to occupy the Union offices within the Employer's facilities.

### **ARTICLE 8**

#### **PERFORMANCE RATINGS**

##### **SECTION 1 GENERAL**

This article provides for the appraisal by the Supervisors of the performance of duties and responsibilities of Employees in accordance with applicable law and regulations. In giving performance ratings, the Supervisors shall apply objective standards fairly to all Employees.

##### **SECTION 2. SETTING STANDARDS AND ELEMENTS**

The Supervisor shall provide the Employee with a copy of the performance appraisal form containing performance Elements and Standards. At this time, the Employee shall be given the opportunity to discuss and provide feedback concerning all elements of the performance standards with the Supervisor. By signing the appraisal form, the Employee certifies that she/he has been informed of the Elements and Standards applicable to her/his position description. Signing the appraisal form does not indicate that the

Employee agrees with those Elements and Standards or that the Employee forfeits any rights of review regarding those Elements and Standards. Elements and Standards reflect performance goals/objectives relative to a position description. Such Elements and Standards shall be used to measure individual performance, whether or not the Employee works independently or within a team environment.

a. When the Employer proposes changes or modifications to the Elements or Standards, the Employee and Union shall be notified. A special review shall be held with the Employee for input. The Employee has the right to Union representation during this review.

### **SECTION 3 EVALUATING PERFORMANCE**

The evaluation of an Employee's performance shall only be based on the Employee's actual performance of Employer-assigned duties. Employee performance ratings shall not be affected positively or negatively by the Employee's assignment to duties/responsibilities outside their assigned position description (i.e., details, official time, Employer-sponsored volunteer work etc.) or other situations in which Employees are unable to perform the duties of their assigned position on a full-time basis (i.e., extended leave, etc.).

### **SECTION 4 APPRAISAL PERIOD AND PROGRESS REVIEW**

The performance appraisal period shall begin 1 August and shall end 31 July of the next year. The Supervisor shall hold at least one performance progress review with the Employee during that 12-month period midway through the period. The Supervisor shall document all reviews on the appraisal form.

Special progress reviews shall be held when the Supervisor considers the Employee's performance on any element to be unacceptable.

a. To receive a Rating of Record, an Employee must have served for a minimum of 90 days under an approved performance plan, in the same position and under the same first level Supervisor. The Employee's appraisal period shall be extended beyond the normal ending date (i.e., 31 July) to insure that this minimum 90-day period has been met.

### **SECTION 5 UNACCEPTABLE PERFORMANCE**

As soon as the Supervisor determines that an Employee's performance is unacceptable, the Supervisor shall conduct a special progress review with the Employee to notify the Employee that his/her performance is unacceptable. The Supervisor shall discuss and document what the unacceptable performance(s) are and what performance improvement(s) the Employee needs to achieve to attain an acceptable rating. The Supervisor shall then initiate informal action to assist the Employee in improving his/her performance. This informal action may include, but is not limited to, counseling, training, or setting short-term goals. This informal action period shall be a minimum of 30 calendar days.

- a. If informal action does not result in improvement of the Employee's performance to acceptable levels, the Supervisor shall issue a formal written Notice of Unacceptable Performance to the Employee in which the Supervisor places the Employee on a Performance Improvement Plan (PIP) for a Supervisor-determined period of time, not less than 30 calendar days.
- b. The notice of unacceptable performance shall include the Employee's Performance Improvement Plan (PIP). The PIP shall indicate what the unacceptable performance(s) are and what performance improvement(s) the Employee needs to achieve to attain an acceptable rating. A PIP shall require documented periodic progress reviews, preferably bi-weekly, between the Supervisor and the Employee. This review shall include, but is not limited to supervisor assistance, counseling, training, and setting short-term goals.
- c. When an Employee successfully completes a PIP, the Employee must continue to perform successfully for one year following completion of the PIP. If the Employee fails to do so, the Employer may initiate action against the Employee (i.e., reassignment, change to lower grade or removal) without initiating another PIP. When an Employee demonstrates acceptable performance for one year after completion of a PIP, the Employer shall remove all PIP-related documentation from all Employers' unofficial Employee folders and the Employer shall not use this documentation in any future disciplinary/adverse actions.
- d. Issuance of such formal written notice and completion of the PIP shall be accomplished prior to issuing a Rating of Record to, or initiating any adverse action against, the Employee.

## **SECTION 6 RATINGS OF RECORD**

The Supervisor shall furnish a copy of the Rating of Record appraisal to the Employee normally within 30 calendar days of their established appraisal period. The Supervisor shall discuss the appraisal with the Employee prior to forwarding to the Human Resource Office. The Employee's signature on the appraisal form indicates that the Employee has been informed of the Rating of Record. The Employee's signature does not indicate that the Employee agrees with any of the information or that the Employee forfeits any rights of review or rights to grieve. Ratings of Record shall be changed, if so directed by a grievance, administrative (i.e., MSPB, EEO, FLRA) or judicial decision. Any decision that changes a rating requires the correcting of all records of the rating and reconsideration of any actions taken or withheld on the basis of the original rating.

## **SECTION 7 WITHIN-GRADE INCREASE**

Within-grade increases shall be granted in accordance with regulations for an overall appraisal rating of acceptable.

## **SECTION 8 INFORMATION REQUESTS**

Upon the Employee's request, the Supervisor shall provide copies of the Employee's performance ratings, standards or changes to the Employee. The Supervisor shall provide performance ratings and copies of performance standards and changes to the Union, in accordance with applicable law, if such information is necessary and relevant for representation of Employees

## **SECTION 9 CLOSE-OUT RATINGS**

If an Employee's Supervisor changes during the rating period, the past Supervisor shall do a close-out appraisal if he/she was the Supervisor for a minimum of 90 days. The close-out shall be performed normally within 30 days of the change.

## **ARTICLE 9**

### **BASIC WORKWEEK**

The administrative workweek is a period of 7 consecutive calendar days within which the basic work is scheduled. The regular basic workweek for full-time Employees consists of 5 consecutive 8-hour days, excluding 30 minute non-paid lunch periods, which is scheduled Monday through Friday. It is understood that the Employer may establish an irregular workweek for the Employees engaged in service type functions or when the Employer deems necessary due to workload requirements, as clarified by the following:

- a. A change in the administrative workweek, or changes in the regular basic workweek are considered changes in conditions of employment.
- b. The Employer recognizes that such changes require that the Union be advised in accordance with the procedures outlined in Article 3 of this Agreement.

## **ARTICLE 10**

### **HOURS OF WORK**

#### **SECTION 1 GENERAL**

Because of the production support responsibilities and requirements provided by a significant number of Employees located at the Employer's main location at NAS Jacksonville, the working hours and schedules are different at the main location from the duty stations at Cecil Commerce Center and Building 583 at NAS Jacksonville.

- a. Employees at the Employer's main duty location at NAS Jacksonville, except for the Employees at Building 583 (located on NAS Jacksonville) shall perform their Basic Work Requirement (BWR) using a Flexible Work Schedule (FWS) including the use of Credit Hours as described in Section 3 below.
- b. Employees, except those whose work directly supports production, whose duty location is the Cecil Commerce Center or Building 583 shall perform their Basic Work Requirement using either a FWS or a Compressed Work Schedule (CWS) as described in Section 4 below. Employees whose work directly supports production may only utilize FWS as described in Section 3 below.
- c. Employees, except those whose work directly supports production, newly assigned to the Cecil Commerce Center or to Building 583 must elect either FWS or the CWS within 30 calendar days of their assignment. Until the election is made the Employee shall work a FWS. Newly assigned Employees whose work directly supports production may only utilize FWS as described in Section 3 below.

**NOTE:** If the Employers production department's work schedules are changed at the main duty location to allow for a CWS, the parties agree to reopen this article for negotiation in accordance with Article 3 of this Agreement.

## **SECTION 2 FLEXIBLE WORK SCHEDULE**

- a. The Basic Work Requirement of a full time Employee consists of 8 hours in a day; 40 hours in a week; and 80 hours in a bi-weekly pay period.
- b. The basic work shifts for Employees on the FWS shall be as follows:

- (1) A Shift: 0700-1530; Core Hours 0800-143
- (2) B Shift: 1530-2400; Core Hours 1630-230
- (3) C Shift: 2230-0700; Core Hours 2330-0600

**NOTE:** Core Hours are those hours when all full time Employees on flexible schedules must be on duty during their scheduled workdays or be on appropriate leave.

- b. Employees may request a variation to their assigned work shift of up to 60 minutes using increments of 15 minutes. If the Employer approves the request, Employees may begin their work shift up to 60 minutes prior to or 60 minutes after the beginning of their normally assigned basic work shift. Supervisors shall determine, based on function/or workload considerations the number of Employees that must be present during any established work shift. Once Employees are placed on an established schedule of hours they shall adhere to those hours each scheduled workday unless the Employer agrees to other arrangements.

## **SECTION 3 CREDIT HOURS**

- a. Credit Hours are those which are in excess of an Employees basic work requirement and which the Employee may be allowed to work so as to vary the length of a succeeding workday or week. The earning and use of credit hours must be approved in advance by the Employee's supervisor in writing using a "Time or Shift Change Authorization" form NADEPJAX 12610/4 (Rev. 1-97 or subsequent version) and a "Request for Leave " form, OPM71 (Rev. 6-01 or subsequent version). In cases where the earning or use of credit hours is denied, the Employer shall provide the Employee with a definitive and documentable workload requirement(s) that is necessary and relevant to the denial. Individual requests, if denied, may be appealed through the negotiated grievance procedure. Employees may work up to 4 Credit Hours in a particular day or 8 Credit Hours in a particular normal non-workday pay period; e.g. Saturday. Full time Employees may accumulate more than 24 hours in a particular pay period but may not carry more than 24 hours from one pay period to the next. Part time Employees may accumulate up to 25% of their bi-weekly work hours and their maximum carry over may not exceed 25% of their biweekly hours. Credit Hours may not be taken in such a manner as to establish in effect a compressed work schedule. Employees under CWS may not earn Credit Hours.

b. With regard to establishment of a pattern, it is recognized by the Employer and the Union that cases of personal, family, and other Employee-related special needs/hardship situations shall occur from time to time. It is further recognized by the Employer and the Union that these situations must be dealt with on a case-by-case basis. In cases where a pattern of credit hour use is anticipated, the Employee shall inform the Employer of his/her needs and the Employer shall grant the request unless there is a definitive and documentable workload requirement(s) that is necessary and relevant to the denial. Individual requests, if denied, may be appealed through the negotiated grievance procedure.

#### **SECTION 4 COMPRESSED WORK SCHEDULES (CWS)**

a. The CWS work schedule is an eighty (80) hour bi-weekly basic work requirement that is scheduled for less than 10 workdays, i.e. "5-4-9". This work schedule includes eight (8) workdays of nine (9) hours each plus one (1) workday of eight (8) hours and one (1) regular day off within the bi-weekly pay period.

b. Basic work shifts for Employees on CWS shall be as follows:

(1) A Shift: (9hrs): 0700 to 1630  
(8hrs): 0700 to 1530

B Shift: (9hrs): 1630 to 0200  
(8hrs): 1530 to 2400

C Shift: variable, dependent on workload requirements.

**NOTE**: The supervisors shall schedule the Employee's regular day off (RDO) in each biweekly pay period in advance to insure an adequate number of Employees are available to cover the workload.

Once operational needs are taken care of, any other conflicts in scheduling that result shall be resolved in favor of the Employee who has the lowest Leave Service Computation Date (LSCD).

c. Each Employee desiring to work under a CWS plan shall submit a written request to his/her supervisor for a decision. The Employer shall act upon these requests as soon as possible, but in no case later than ten (10) work days after the request is made. Employees already established in a CWS shall not be required to file a new request.

d. Employees may request a variation to their assigned work shift using increments of 15 minutes. If the Employer approves the request, Employees may begin their work shift up to 60 minutes prior to or up to 60 minutes after the beginning of their normally assigned CWS. Supervisors shall determine, based on function and/or workload considerations, the percentage of Employees that must be present during any established work shift. Once Employees are placed on an established schedule of hours, they shall adhere to those hours each scheduled workday unless other arrangements are agreed to by the Employer.

- e. Employees who wish to terminate or change their participation in a CWS may do so at the beginning of any pay period, after notifying their supervisor at least one pay period in advance. Hardship situations shall have special consideration.

#### **SECTION 5 ADVERSE IMPACT**

- a. If the Employer experiences adverse impact pursuant to 5 USC 6131 with CWS/Credit Hours, negotiations in accordance with Article 3 of this Agreement shall begin immediately to attempt to resolve the impact to both Parties' satisfaction.
- b. Temporary suspension of CWS/Credit Hours may be made for up to fourteen (14) calendar days by the Employer, for a bona fide emergency, subject to immediate negotiations by the Parties.

#### **SECTION 6 SPECIAL PROVISIONS FOR SUSPENSION OF CWS**

- a. CWS shall be suspended when Employees are attending and/or conducting training when their work schedule or their RDO conflicts with the training schedule.
- b. CWS shall be suspended when Employees are in a travel status and their work schedule or their RDO conflicts with mission accomplishment.
- c. It is recognized by the Employer and the Union that cases of personal, family, and other Employee-related special needs/hardship situations shall occur from time to time. It is further recognized by the Employer and the Union that these situations must be dealt with on a case-by-case basis. In cases where such work shift variation requests are denied, the Employer shall provide the Employee with a definitive and documentable workload requirement(s) that is necessary and relevant to the denial. Individual requests, if denied, may be appealed through the negotiated grievance procedure.

#### **SECTION 7 MISCELLANEOUS**

- a. If the Employer proposes to make any changes to the CWS Plan of Employees or to restrict the application of the Plans to any new position, the Union shall be notified and given an opportunity to negotiate the proposed changes in accordance with Article 3 of this Agreement.
- b. Union Representatives shall be given the opportunity to work the CWS Plan in accordance with the provisions of this Agreement.
- c. The Parties understand and agree that CWS shall be initiated by the Employee and shall be subject to approval by their Supervisor. In maintaining adequate staffing coverage, it is agreed and understood that the Employer shall approve CWS in a fair and equitable manner.
- d. The Employer shall provide the Union with advance written notice of any survey or study concerning CWS in which information is sought from Employees.

## **SECTION 8 CHANGES TO THE STANDARD WORK SHIFTS/WORKWEEK**

Consistent with the Code of Federal Regulations (CFR), an Employee shall be given notice of a change in work shifts or basic hours of duty in a workweek seven (7) workdays prior to the administrative workweek during which the change is to occur.

## **SECTION 9 EMPLOYER REQUIREMENTS**

When the Employer determines that different duty hours are required for more effective mission accomplishment, including a definable or documentable reduction in operating costs, the basic shift hours cited in Sections 2 and 4 of this Article may be altered after completion of negotiations in accordance with Article 3 of this Agreement. When establishing and filling such non-standard work shifts, or implementing basic work-shift rotations, the Employer shall give first consideration to qualified Employees who volunteer for such duty as follows:

- a. If there are more Employees that desire to work than there is work available, work assignments shall be provided to those qualified Employees with the earliest Leave Service Computation Date (LSCD).
- b. If the work requirements cannot be accomplished by the number of Employees who volunteer, work assignments shall be made to qualified Employees in reverse LSCD order, i.e., a qualified Employee with a later LSCD shall be required to work before a qualified Employee with an earlier LSCD. If the work requirements exceed six weeks in duration, then the assignment shall be reviewed and rotated if necessary based on LSCD.

## **SECTION 10 ACCOUNTABILITY**

Due to the widely dispersed work force and the large number of individual starting and quitting times that result from the use of the Flexible Work Schedules and Credit Hours and the need for the Employer to be accountable for all Employees and the time they are at work, all Employees are required to account for their scheduled arrival and departure time. Employees have the choice of doing so by either transacting their time and attendance (i.e., starting and quitting times) on an accessible computer using the Time and Attendance (TAA) program or by logging on to their computer within six minutes of arrival and logging off from their computer within six minutes of departure.

## **SECTION 11 FIXED BREAKS**

Fixed breaks are established in accordance with the Employer's Special Message No. 01-04. Changes to this document must be negotiated in accordance with Article 3 of this Agreement.

## **SECTION 12 LUNCH PERIODS**

Lunch periods are established in accordance with Article 9 of this Agreement and NADEPJAXINST 5330.1H. Changes to lunch periods must be negotiated in

accordance with Article 3 of this Agreement. The Employer shall not restrict Employee mobility during lunch periods.

## **ARTICLE 11**

### **OVERTIME**

#### **SECTION 1 GENERAL**

Work which is authorized and required by the Employer and is performed by an Employee in excess of 8 hours per day or 40 hours per administrative workweek (or in excess of the Compressed Work Schedule referenced in Article 10, Section 4 of this Agreement) is defined as overtime work and shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and applicable law and regulation as follows:

- a. "Non-Exempt" Employees shall be paid overtime pay by the Employer for overtime worked. However, at the request of the Employee, the Employer may grant compensatory time earned in lieu of overtime pay for the overtime worked. This approval/disapproval by the Employer shall not be done in an arbitrary or capricious manner.
- b. "Exempt" Employees whose rate of basic pay is less than the maximum rate of GS-10 shall be paid overtime pay by the Employer for overtime worked. However, at the request of the Employee, the Employer may grant compensatory time earned in lieu of overtime pay for the overtime worked. This approval/disapproval by the Employer shall not be done in an arbitrary or capricious manner.
- c. "Exempt" Employees whose basic rate of pay exceeds GS 10 step 10 and who work irregular or occasional overtime may, at the Employer's discretion, be compensated for such overtime work with compensatory time earned so long as that discretion is not exercised in an arbitrary and/or capricious manner.

#### **SECTION 2 CALL-BACK**

Employees who are called back to work, outside of normal working hours and unconnected with scheduled overtime work, shall earn no less than 2 hours of overtime pay or 2 hours compensatory time. Compensation using overtime pay shall also include any shift differential pay or any other special pay in accordance with law and regulations. This provision applies whether or not 2 hours of work is performed.

### **SECTION 3 OVERTIME DISTRIBUTION**

Overtime work, whether compensated with overtime pay or compensatory time earned, shall be distributed in an equitable manner among qualified Employees in the same shop code to the extent reasonably permitted by the nature of the work to be performed.

**NOTE:** "Qualified" for the purposes of this Article refers to the following:

- a. possession of the skills required to perform the work; and
- b. where applicable, possession of the grade level required to do the work; and
- c. where applicable, possession of the correct job series to perform the work; and
- d. where applicable, possession of any special certification or stamps required to perform the work.

The equitability of overtime work shall be documented as follows:

- a. There shall be no more than 40 overtime hours difference between any of those equally qualified Employees in any quarter and there shall be no more than 40 total hours difference between any of those equally qualified Employees at the end of the fiscal year. The Employer shall maintain records of overtime work performed or declined on the sample form contained in Appendix B. For purposes of crediting overtime hours worked, such hours, when offered and declined, or excused for hardship as referred to in Section 4 below, shall be counted towards Employees' cumulative total overtime hours and shall be listed on the overtime record. The records shall be accurate and updated every time overtime is worked. The Supervisor shall post the overtime record(s) weekly in a designated area in the shop for all to view. Employees and/or Union shall be provided a copy if requested.
- b. At the beginning of each fiscal year a new overtime record shall be established. This record shall start all Employees on the record with zero (0) hours. This record shall list the Employees in order of Leave Service Computation Date from the earliest (at the top of the record) to the latest (at the bottom of the record). At the start of each quarter thereafter, until the end of the year, the overtime record (see Appendix B) shall be arranged starting with the individual with the lowest total hours credited year to date at the top of the record, to the individual with the highest total hours credited year to date at the bottom of the record. The Employer and the Union shall mutually agree to any variations from the 40 quarterly hour requirement.
- c. Overtime worked by volunteers from other shops shall be recorded as overtime worked in their permanent shop.
- d. Any Employee coming into a shop for more than 90 calendar days shall be recorded as having the average overtime in the new shop for the purpose of recording equitable overtime. This method shall also apply when and if the Employee returns to his/her old shop. When any Employee comes into a shop for less than 90 calendar days, the overtime hours credited shall be recorded as overtime worked in their permanent shop.

#### **SECTION 4 HARDSHIP EXCUSAL**

The Employer shall, upon an Employee's request, relieve the Employee from the overtime if the assignment would result in an unreasonable hardship to the Employee and provided there is another qualified Employee who is available and willing to work the assignment.

#### **SECTION 5 NOTIFICATION**

The Employer shall notify Employees in advance of overtime assignments in the following manner:

- a. Daily overtime, no later than 2 hours prior to the end of the Employees scheduled shift;
- b. Weekend and Weekly overtime, no later than 2 hours prior to the end of the Employee's shift on Thursday immediately preceding the weekend or following week that the overtime assignment will be worked.
- c. Failure to provide above notice shall preclude an Employee who declines work from being credited with overtime hours worked.

#### **SECTION 6 APPROVAL/DISAPPROVAL OF OVERTIME**

a. Overtime shall not be used to reward or punish Unit Employees and shall not be distributed in an arbitrary or capricious manner. If an Employee(s) is unjustifiably and knowingly deprived of overtime to which he/she should properly have been assigned and, there is no substantiating evidence that the Employee's actions contributed to his or her denial of overtime, the Employer shall pay the wages and overtime rate that the Employee would have earned. The back pay is limited to 10 hours per occurrence per Employee.

b. The Supervisor shall not deny overtime to any Employee based on the Employee's use of approved Annual Leave or Sick Leave.

c. Employees shall not be denied overtime pay when they are on Military Leave and the following conditions have been met:

- (1) the Overtime must have been regularly scheduled.
- (2) the Employee would have normally worked the overtime if not on Military Leave.

#### **SECTION 7 STANDBY DUTY OR ON-CALL STATUS**

##### **a. Standby Duty Status**

(1) An Employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the Employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the Employee's activities so substantial that the Employee cannot use the time effectively for his/her own purposes.

(2) An Employee's activities are not substantially limited based on the fact that the Employee is subject to restrictions necessary to ensure that the Employee shall be able

to perform his/her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.

(3) An Employee is not considered restricted for “work-related reasons” if, for example, the Employee remains at a duty station voluntarily, or if the restriction is a natural result of geographic isolation or the fact that the Employee resides on the Employer’s premises. For example, in the case of an Employee assigned to work on a ship, the fact that the Employee has limited mobility when relieved from duty shall not be a basis for finding that the Employee is restricted for work-related reasons.

b. On-call Status. An Employee shall be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The Employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the Employee is required to remain within a reasonable call-back radius; or

(2) The Employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another Employee.

### **SECTION 8 TRAVEL**

All travel shall be normally scheduled during regular working hours. Employees who travel on other than their regularly scheduled workdays shall be compensated in the form of overtime or compensatory time earned in accordance with applicable law and regulation.

### **SECTION 9 COMPENSATORY TIME**

The time limit for Employees to request and take compensatory time off is 26 pay periods from the time it is earned. If compensatory time off is not requested or taken within the established time limits, the Employee must be paid for overtime work at the overtime rate in effect for the work period in which it was earned.

### **SECTION 10 PRE-SHIFT/POST-SHIFT/WEEKENDS**

When pre-shift, post-shift or weekend overtime work is authorized and required by the Employer and such work can be performed independent of concurrent work operations, the Employer shall consider the nature of the work to be performed and the Employee’s preference for working pre-shift, post-shift or weekends, consistent with efficient utilization of resources. Pre-shift, post-shift or weekend overtime shall not be scheduled in an arbitrary or capricious manner.

## **ARTICLE 12**

### **PARTICIPATION IN WAGE SURVEYS**

#### **SECTION 1 NOTIFICATION**

The Employer shall notify the Union in writing within two (2) working days after information is received by the Employer that the Department of Defense Wage Fixing Authority has directed the start of an official wage survey.

#### **SECTION 2 OFFICIAL TIME TO PARTICIPATE IN WAGE SURVEYS**

Consistent with the provisions contained in 5 CFR Part 532 and Article 7, Sections 2b and 2c, of this Agreement, the Employer shall approve the Union's written request for use of official time for:

- a. Two (2) Union selected Employees to serve as Area Wage Survey Committee Members or Data Collectors in an Area Wage Survey.
- b. Two (2) Union selected Employees to attend a hearing(s) convened by the Area Wage Survey Committee.

#### **SECTION 3 UNION NOMINEES FOR PARTICIPATION IN WAGE SURVEYS**

The Union shall provide the names of the nominees for the wage survey and the wage survey hearing in writing to the Employer at least five (5) working days in advance of the Wage Survey and the Wage Survey Hearing.

## **ARTICLE 13**

### **LEAVE**

#### **SECTION 1 ADMINISTRATIVE LEAVE**

a. General. For the purpose of this Section, administrative leave is defined as authorized absence from duty without loss of pay and without charge to leave.

b. Voting and Registration

(1) The Employer shall ensure that eligible Employees have the opportunity to vote on a day that a federal, state, county or municipal election is held. In most cases eligible Employees who are in a duty status on an election day may be granted up to three hours of administrative time off to cast their ballots either immediately after the polls open or before the polls close. Under exceptional circumstances, additional time may be granted not to exceed eight hours. Employees who are off duty for three consecutive hours or more while the polls are open, shall not be granted excused time to vote. Any excused time to vote requires prior coordination with the Employees'

supervisor. When permitted by voting regulations, Employees who are on or scheduled to go on Temporary Additional Duty (TAD) are encouraged to vote by absentee ballot.

(2) Employees who vote in jurisdictions that require registration in person may receive excused time to register on the same basis as specified in Section 1B(1) above. However, it is understood that no excused time shall be provided to register if registration can be accomplished on a non-workday.

c. Inclement Weather or Emergency/Adverse Conditions

(1) The Employer shall determine when inclement weather or any other emergency conditions are such as to warrant announcements of special reporting instructions or administrative leave, in accordance with procedures established by the Employer.

(2) When the Employer determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an Employee should or should not be charged leave for an absence depends upon the Employee's duty or leave status at the time of dismissal as follows:

(a) If an Employee was on duty and was excused, there is no charge to leave for the remaining hours of the work shift after being excused.

(b) If an Employee was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged from the time the Employee departed until the time set for dismissal.

(c) Employees who are on scheduled leave before notice of early dismissal is received, shall be charged leave for the amount of time requested for that day.

(d) The Employer shall grant administrative leave to Employees when they are scheduled for work, arrived at their prescribed times and were prevented from performing that work.

(3) When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station, prevents an Employee from getting to work on time or at all, the Employee may be granted administrative leave on a case-by-case basis.

d. Bone Marrow Donation. Blood testing for the purpose of being placed on a Bone Marrow Donor Registry is encouraged. Under 5 USC 6327, if an Employee is notified and requested to be a bone marrow donor, she/he is entitled to use up to seven days of administrative leave each calendar year to serve as a donor. For medical procedures and recuperation requiring absences longer than the seven days allowed by 5 USC 6327, and at the request of the Employee, the Employer shall continue to accommodate the Employee by granting additional time off in the form of sick leave, annual leave or

leave without pay. At the Employer's discretion, such time off may also be in the form of administrative leave, donated leave, or advanced sick and annual leave as appropriate

e. Organ Donation. Blood testing for the purpose of being a potential organ donor is encouraged. Under 5 USC 6327, if an Employee is notified and requested to be an organ donor, she/he is entitled to use up to thirty days of administrative leave each calendar year to serve as a donor. For medical procedures and recuperation requiring absences longer than the thirty days allowed by 5 USC 6327, and at the request of the Employee, the Employer shall continue to accommodate the Employee by granting additional time off in the form of sick leave, annual leave or leave without pay. At the Employer's discretion, such time off may also be in the form of administrative leave, donated leave, or advanced sick and annual leave as appropriate.

f. Other. At the Employer's discretion, Employees may be granted Administrative Leave for any other reasons that are deemed to be in the best interest of the community, public or Department of the Navy. This discretion shall not be exercised in an arbitrary and/or capricious manner.

## **SECTION 2 ANNUAL LEAVE**

a. General. Employees shall earn and use annual leave in accordance with applicable law and regulations. Leave shall not be denied or cancelled for arbitrary or capricious reasons. Denial or cancellation of leave is not disciplinary in character and must not be used as a punitive measure.

### **b. Requesting Planned Annual Leave**

(1) Requests to use annual leave should be submitted on a SF-71 "Application for Leave" form (Rev. 12-97 or subsequent version) to the Employees supervisor or authorized designee. The supervisor or designated management official shall give \ timely approval/disapproval of leave requests. Usage of annual leave is a right of the Employee. The approval of an Employee's request for use of annual leave shall be granted subject to workload considerations. If this approval is not granted, and upon request by the Employee, the employer shall provide the Employee with a definitive or documentable workload requirement(s) that is necessary and relevant to the disapproval of the annual leave request.

(2) Employees are encouraged to submit requests for extended periods (5 or more workdays) of annual leave as early in the calendar year as possible. In the case where an excess of Employees have requested the same leave periods, leave requests submitted first should be honored. If requests are submitted on the same day, the Employee with the earliest Leave Service Computation Date (LSCD) shall receive preference over an Employee with a later LSCD

### **c. Requesting Unplanned Annual Leave**

- (1) An Employee who is prevented from reporting to work as scheduled because of a matter not covered by a need for sick leave should notify his/her Supervisor or authorized designee by appropriate means, normally within 2 hours after the beginning of the work shift. When this is not practical, the Employee shall inform the Employer as soon as possible.
- (2) The notification should include the reason for the absence and the estimated duration of that absence. The request should be approved/disapproved at the time of the notice. Such notification and request for leave, if not made directly with the supervisor or designated management official, shall not in itself be the basis for approval or disapproval of that request.
- (3) If the Employee anticipates absence beyond the initial estimated period, the additional absence shall be reported as soon as possible to the Employee's supervisor or authorized designee, indicating the anticipated length of the absence.
- (4) Upon return to duty, the Employee's request for annual leave shall be submitted on a SF-71 "Application for Leave" form (Rev. 12-97 or subsequent version). If this request is not approved, and upon request by the Employee, the employer shall provide the Employee with a definitive or documentable workload requirement(s) or other reason(s) that are necessary and relevant to the disapproval of the request.
- (5) If the Employer believes that an Employee is abusing his/her use of unplanned annual leave, the Employer shall follow those procedures established in Section 10G, Letter of Requirement.

d. Cancellation of Previously Approved Annual Leave

- (1) When leave has been requested and approved, the Employer shall not cancel that leave except to meet emergent and/or workload requirements. When previously approved leave must be cancelled, the Employee shall be notified of the cancellation as soon as possible after the emergency situation(s) has been identified. The Employer shall provide the Employee with two copies (one for the Employee and one for the Union) of a definitive and documentable workload requirement(s) or other reason(s) that are necessary and relevant to the cancellation of the leave.
- (2) The Employer shall make every effort to avoid canceling an Employee's previously approved annual leave. If the Employer has no choice but to cancel the Employee's annual leave, the Employer shall make every effort to meet the Employee's request with regard to rescheduling the canceled annual leave in question. Upon the Employer's notification of cancelled leave, if the Employee is subject to financial loss based on the canceled annual leave, the Employee shall expeditiously attempt to obtain a refund on any potential loss of funds. Furthermore, if the Employee submits written definitive or documentable evidence of the loss(s) and his/her attempt(s) to obtain a refund(s), the Employer shall assist the Employee in his/her attempt to recoup all or part of the lost funds in question as permitted by law and regulation.

e. Restoration of Annual Leave (Use or Lose)

- (1) Restored leave shall be granted in accordance with applicable law and regulations.

(2) The Employer shall restore annual leave that is in excess of the maximum leave ceiling established by law, if the leave is forfeited because of an administrative error, exigency of the public business, or sickness of the Employee and the annual leave was scheduled in writing using a SF-71 "Application for Leave" form (Rev. 12-97 or subsequent version) before the start of the third biweekly pay period prior to the end of the leave year.

(3) The Employer shall notify the Union and the Employees of the date of the beginning of the third biweekly pay period prior to the end of the leave year on or about, but no later than, 1 October of that year. Notification shall be made by any or all of the following: special message; CCTV; E-mail; or other appropriate methods.

### **SECTION 3 COURT LEAVE**

a. When an Employee is under summons to serve on a jury or to qualify for jury service, or is subpoenaed as a witness, time lost from the work schedule shall be charged to court leave, official duty time, annual leave or leave without pay as per Appendix C. Appendix C outlines the benefits granted to Employees by law who perform jury service or act as a witness.

b. If an Employee is called to perform the above civic duties, the Employee shall promptly notify their immediate supervisor or other appropriate authority in order that arrangements may be made for the Employee to perform the duties. Should extenuating workload considerations exist, the Employer may request that an Employee be released from jury duty, with concurrence of the Employee, and subject to approval by the court. Such request does not relieve the Employee of civic responsibility **unless dismissed by the court.**

c. When an Employee's service as a juror or witness is terminated, excused or discharged by the court, either for an indefinite period subject to call by the court or for a definite period which allows the Employee to return to the duty site for at least four hours during the scheduled workday, the Employee shall do so or request annual leave.

d. An Employee on other than a standard day shift, if summoned as a juror or witness and if entitled to court leave or official duty in accordance with Appendix C, shall be temporarily assigned to the activity's standard day shift for the duration of the jury or witness duty. An Employee is entitled by statute to any night shift differential pay he/she would have received if not for the jury or witness duty.

e. The Employee shall be paid for overtime when previously scheduled and court or court related services prevented them from actually working the overtime.

f. Any jury or witness fees received by the Employee shall be retained or turned in to the Employer in accordance with Appendix C. An Employee is entitled to keep any court-determined expenses over and above any jury or witness fee.

g. Court leave shall be granted only after the Employee presents the Employer with the original or true copy of the summons for jury service or the subpoena for witness service. Such documentation shall be presented as soon as possible, prior to the

beginning of jury or witness service. Upon completion of such service, the Employee shall provide signed documentation from the court that shows the dates of service.

#### **SECTION 4 FAMILY FRIENDLY LEAVE**

- a. The Employer shall allow Employees to use sick leave to care for family members in accordance with the Federal Employees Family Friendly Leave Act (FEFFLA). A family member is defined as an Employee's parents; spouse and their parents; children including adopted children, and their spouses; brothers and sisters and their spouses; and any individual related by blood or affinity whose close relation with the Employee is equivalent of a family relationship.
- b. Such care includes care as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment. This leave time can also be used to arrange or attend funerals for family members. Employees can use their sick leave for family members who have conditions for which an Employee would qualify for sick leave.
- c. Full-time Employees may use a total of up to 40 hours of sick leave each leave year for family care or bereavement purposes. In addition, a full-time Employee who maintains a balance of at least 80 hours of sick leave may use an additional 64 hours of sick leave per leave year for these purposes, bringing the total amount of sick leave available for family care and bereavement purposes to a maximum of 104 hours per leave year for Employees who satisfy this condition. Sick leave hours for part-time Employees and Employees with an uncommon tour of duty shall be pro-rated based on the number of hours worked.
- d. To request this type of leave, the Employee shall submit a SF-71 "Application for Leave" form (Rev. 12-97 or subsequent version) for sick leave and annotate "Family Friendly Leave Act" on the application.
- e. Employees may use a total of up to 12 weeks of sick leave each leave year to care for a family member with a serious health condition. If an Employee previously has used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an Employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An Employee is entitled to a total of 12 weeks of sick leave each year for all family care purposes.
- f. The term "serious health condition" has the same meaning as defined in Subpart L of 5 CFR 630 and as further clarified in OPM's regulations for administering the Family and Medical Leave Act of 1993 (FMLA). That definition includes but is not limited to such conditions as cancer, heart attacks, strokes, severe injuries, Alzheimer's disease, pregnancy, and childbirth. The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, the flu, earaches, upset stomach, headaches (other than migraines), routine dental or orthodontia problems, etc., are not serious health conditions unless complications arise.

g. The same limitations apply to the use of sick leave to care for a family member with a serious health condition as apply to the use of sick leave for general family care or bereavement purposes. A full-time Employee may use 40 hours of sick leave each leave year for these purposes. An Employee may use additional sick leave for general family care or bereavement purposes or to care for a family member with a serious health condition if he or she maintains a balance of at least 80 hours of sick leave in his or her account. Only the first 40 hours of sick leave may be advanced. Advancement of sick leave hours for part-time Employees and Employees with an uncommon tour of duty shall be pro-rated based on the number of hours worked.

## **SECTION 5 FAMILY MEDICAL LEAVE**

- a. Eligibility Requirements. To qualify for benefits under the Family and Medical Leave Act (FMLA), Employees must have completed at least 12 months of service (consecutive/non-consecutive) as an Employee of the Federal Government. Temporary (one year or less) and part-time Employees are not eligible for FMLA benefits.
- b. Benefits. In any 12 month period the Employer shall allow the Employee to use a total of 12 administrative workweeks of leave without pay (LWOP) or to substitute accrued and/or advanced annual and sick leave for all or any part of the LWOP period.

An Employee shall not retroactively substitute paid leave for LWOP previously taken. Such leave shall be approved for one or more of the following reasons:

- (1) The birth of a son or daughter of the Employee and the care of such son or daughter;
- (2) The placement of a son or daughter with the Employee for adoption or foster care;
- (3) To care for spouse, parent, son or daughter (biological, adopted, foster, stepchild, legal ward or child of a person acting in the place of a parent) if such spouse, son, daughter or parent has a serious health condition. The son or daughter must be under age 18 or over 18 and physically or mentally incapable of self-care; or
- (4) A serious health condition of the Employee that makes the Employee unable to perform any one or more of the essential functions of his or her position.

**NOTE:** The entitlement to leave under b(1) and b(2) above based on the birth or placement of a child shall expire at the end of the 12-month period beginning on the date of such birth or placement.

c. Requesting Leave

- (1) In any case in which the necessity for leave under b(1) or b(2) above is foreseeable based on an expected birth or placement, the Employee shall provide the employer with 30 days notice, before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than 30 days, the Employee shall provide such notice as is practical.
- (2) In any case in which the necessity for leave under b(3) or b(4) above is foreseeable based on planned medical treatment, the Employee

- (a) Shall make a reasonable effort to schedule the treatment of the Employee, their spouse, child, or parent so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider, as appropriate; and
- (b) Shall provide the employer with not less than 30 days notice before the date the leave is to begin. If the date of the treatment requires leave to begin in less than 30 days, the Employee shall provide such notice as is practical.
- (c) Shall provide medical certification subject to conditions of the law. The Employee may also be required to provide periodic status reports on the Employee's ability or intention to return to work in accordance with the law.

(3) Leave may be taken on a continuous, intermittent or reduced leave schedule. More specifically, leave may be taken in separate blocks of time rather than for one continuous period of time, and may include leave periods of less than one hour to several weeks.

(4) If an Employee requests intermittent leave, or leave on a reduced schedule, under b(3) or b(4), that is foreseeable based on a planned medical treatment, the Employer may require such Employee to transfer temporarily to an available alternative position for which the Employee is qualified and that

- (a) Has equivalent pay and benefits; and
- (b) Better accommodates recurring periods of leave than the regular employment position of the Employee.

d. Protection of Employment and Benefits while using FMLA Leave

(1) An Employee who takes FMLA leave is entitled to be restored to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.

(2) If on leave without pay, an Employee may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the Employee contribution.

**SECTION 6 LEAVE TO ATTEND A VETERAN'S FUNERAL**

a. Absence of Veterans to attend Funeral Services. An Employee who is a veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or deduction from annual leave for the time necessary, not to exceed 4 hours in any one day, to enable him to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final interment in the United States. The Employer shall not deny this funeral leave for arbitrary and/or capricious reasons.

b. Absence in Connection with Funerals of Immediate Relatives in the Armed Forces. The Employer shall grant an Employee such funeral leave as needed and requested by him/her, not to exceed three work days, without loss or reduction of pay, leave to which he/she is otherwise entitled, or credit for time or service, and without

adversely affecting his/her performance or efficiency rating. Funeral leave is granted to allow an Employee to make arrangements for, attend the funeral of, or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone. The 3 days need not be consecutive, but if not, the Employee shall furnish the Employer satisfactory reasons justifying a grant of funeral leave for nonconsecutive days.

## **SECTION 7 LEAVE DONOR/RECIPIENT**

a. General. The Leave Donor Program is a program under which annual leave accrued or accumulated by an Employee may be voluntarily donated to any other Employee who has a medical emergency that will likely result in a substantial loss of income of at least 24 hours of pay due to the unavailability of paid leave. An Employee who has been affected by a medical emergency and has no sick leave or annual leave accrued is entitled to participate in the Leave Donor Program. Medical emergency means a medical condition of an Employee or a family member of such Employee that is likely to require the prolonged absence of such Employee from duty. A family member is defined as an Employee's parents; spouse and their parents; children including adopted children, and their spouses; brothers and sisters and their spouses; and any individual related by blood or affinity whose close relation with the Employee is equivalent of a family relationship.

b. Application to become a Leave Recipient. An application by or on behalf of an Employee, who has been affected by a medical emergency, must be requested in writing to the Employer. The Employer shall approve the request unless the Employee does not meet the requirements as stated above. The Employer shall approve or disapprove the request and notify the Employee in writing within 10 calendar days (excluding Saturdays, Sundays and Legal Public Holidays) of receiving the request.

c. Publicizing the Need for Leave Donors. The Employer shall publicize the leave recipient's need in "The Plan of the Week" and CCTV for as long as the need exists. Additional methods of publicizing may also be used.

d. Application to become a Leave Donor. An Employee may make a written request to the Employer to donate annual leave to the leave recipient of his/her choice. Leave donors and hours donated are CONFIDENTIAL and shall not be released unless authorized by the donor. Annual leave may be donated with the following limitations:

(1) A minimum of one hour may be donated.

(2) The maximum amount that can be donated is one-half of the amount of annual leave that would be accrued by the donor in the leave year that the donation is made.

e. Termination of a Medical Emergency. Termination of a medical emergency shall occur:

(1) When the Employee or Employee's family member notifies the Employer in writing, that the medical emergency no longer exists;

(2) When the Employee is terminated from Federal Service;

(3) At the end of the biweekly pay period in which the Employer receives notice that the Office of Personnel Management has approved the Employee's application for disability retirement;

- (4) When the Employee transfers to another agency;
  - (5) When the Employee or the Employee's family member, for whom the leave was used, has expired; or,
  - (6) At the end of the biweekly pay period in which the Employer determines, after written notice from the Employer and an opportunity for the Employee (or, if appropriate, another person acting on behalf of the Employee) to answer orally or in writing, that the Employee is no longer affected by a medical emergency.
- f. Restoration of Donated Leave. Leave donors shall be notified by the Employer of the termination of the medical emergency of the recipient and the Employer shall return all unused donated leave to the donor. If there are multiple donors then the unused leave shall be returned to the donors on a pro-rated basis as established by law.

### **SECTION 8 LEAVE WITHOUT PAY (LWOP)**

- a. General. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty granted upon an Employee's request. Authorizing LWOP is a matter of administrative discretion by the Employer, except as otherwise provided by law and regulations.
- b. Requesting LWOP. Requests to use LWOP should be submitted on a SF-71 "Application for Leave" form (Rev. 12-97 or subsequent version) to the Employee's immediate supervisor, or authorized designee. Employee requests for LWOP shall be submitted to the Employer as far in advance as possible prior to the date the requested LWOP is to begin. Supervisors shall give timely approval/disapproval of LWOP requests. The request shall either be approved or disapproved by the Employer based on law and regulations, workload considerations, fairness, and the basis for the request. If approval is not granted, and upon request by the Employee, the Employer shall provide the Employee with a definitive or documented workload requirement(s) that is necessary and relevant to the disapproval of the LWOP request.
- c. Mandatory Approval of LWOP. The Employer shall approve LWOP for Employees who are:
  - (1) Disabled veterans if necessary for medical treatment;
  - (2) Reservists and National Guardsmen if necessary to perform military training duties under the provisions of Section 9(g) of the Military Selective Service Act of 1967;
  - (3) Injured and within the first year of receiving injury compensation under 5 USC 8101. Extensions of LWOP beyond the first year may be granted based on a review of the individual Employee's case in accordance with law and regulations;
  - (4) Dependents of Military Personnel or other Federal Employees required to relocate because of their sponsor's rotational assignments, a transfer of function, or other relocation actions, for a total of up to 90 days per year. Employees in this situation shall express intent to seek Federal Employment at the new location. The dependent Employee can return to normal duty status at any time prior to the end of the approved LWOP period;

- (5) Recovering from illness or disability not of a permanent or disqualifying nature, when continued employment or immediate return to employment would threaten impairment of the Employee's health or health of other Employees (See Section 5, Family Medical Leave, of this Article for additional information); and/or
- (6) Caring for their newborn children in accordance with regulations and as more specifically discussed in Section 5, Family Medical Leave, of this Article.

d. Discretionary Approval of LWOP

(1) The Employer has the discretion to approve or disapprove requests for LWOP as noted below. The Employer shall apply this discretion in a consistent, nondiscriminatory manner and it shall not be arbitrary or capricious in nature. If approval is not granted and upon request by the Employee, the Employer shall provide the Employee with a definitive and documentable reason that is necessary and relevant to the disapproval.

(2) For educational purposes when the course of study or research is in line with a type of work which is being performed by the Employer and would contribute to the Employer's best interests;

(3) While awaiting adjudication from the Office of Personnel Management on a claim for disability retirement, after all sick and annual leave has been exhausted.

e. Protection of Employment and Benefits while using LWOP. When an Employee's approved LWOP period expires, the Employer shall return that Employee to the same position held by the Employee when the LWOP commenced or to an equivalent position with equivalent benefits, pay grade, status and other terms and conditions of employment in accordance with law and regulation. Employees in LWOP status shall accrue all rights and privileges regarding service credit, retention rights during a reduction-in-force (RIF), retirement benefits, and coverage under Group Life and Federal Health Benefits Programs in accordance with applicable law and regulations. When possible, the Employer shall not permanently fill an Employee's position when s/he is on LWOP.

f. Relationship of LWOP to the Family and Medical Leave Act (FMLA). The Employer shall grant an Employee a total of 12 administrative workweeks of LWOP during any 12-month period for purposes as defined in Section 5, Family Medical, of this Article.

## **SECTION 9 MILITARY AND LAW ENFORCEMENT LEAVE**

a. General. Use of military leave and law enforcement leave is mandatory in accordance with applicable law and regulation. The Employer shall allow members of the Selected Reserve and National Guard the opportunity to participate in annual active or inactive duty training periods (i.e., military leave) and to provide assistance in enforcing the law, as in a riot, or to prevent looting following a natural or man-made disaster (i.e., law enforcement leave), without loss of pay or charge to other leave. The Employer agrees that the Employee shall not be denied hiring, retention in employment,

or any promotion or other incident or advantage of employment because of their military obligations.

b. Military Leave

(1) The Employer recognizes the obligation to cooperate with all Selected Reserves of the Armed Forces and National Guard by granting leaves of absence to their members for active or inactive military training purposes in accordance with applicable laws.

(2) Employees shall give as much prior notice as possible in requesting leave for active or inactive military training to allow supervisors to accommodate their absences.

(3) Upon submission of official active or inactive duty orders to the Employer, eligible Employees shall be granted the appropriate regulatory amount of military leave with pay as follows:

(a) Full-time Employees eligible for and using military leave shall receive 15 calendar days' credit each fiscal year or as allowed by law.

(b) Part-time Employees eligible for and using military leave shall receive credit on a pro-rated basis in accordance with law and regulation.

(c) The credited military leave unused in a fiscal year shall be carried over to the next fiscal year in accordance with law and regulation. The total carryover shall not exceed the maximum allowed by law, currently 15 days.

(d) Military leave is limited to a maximum number of days during any one fiscal year, currently 30 days. Annual leave or LWOP shall be granted when military leave is not applicable, or has been exhausted. Sick leave shall be granted under strictly limited and controlled situations.

c. Law Enforcement

(1) The use of Law Enforcement Leave is dependent on official military orders expressly for the purpose of aiding in law enforcement in such situations as riots, or prevention of looting in a natural or man-made disaster. Guardsmen may be ordered to duty by the governor of a state or may be federalized. This leave is different from that of military leave and the two leave categories are not interchangeable.

(2) The statutory limit for use of law enforcement leave is 22 workdays in a calendar year.

(3) Use is non-discretionary, neither the Employee nor the Employer may choose to use any other type of leave charge or excused absence for the purpose of law enforcement duty.

(4) Once law enforcement leave is exhausted, the Employee is entitled to use of either military leave or other leave as applicable.

(5) For pay entitlements, gross military pay (exclusive of travel, transportation, or per diem allowance) received for law enforcement duties is offset against civilian pay entitlement, including overtime (see Section 9 of Article 11, Overtime), in accordance with applicable law and regulation, as follows:

- (a) Only military pay for those workdays within the normally scheduled tour of duty as a civilian are counted in figuring offset.
- (b) Official vouchers submitted by the Employee upon his/her return are sufficient evidence for figuring offset.
- d. Documentation. Upon return from military or law enforcement leave, the Employee shall submit a copy of the endorsed orders to the Employer.

## **SECTION 10 SICK LEAVE**

a. General. Employees shall earn and use sick leave in accordance with applicable law and regulations. Employees shall not use sick leave to augment other forms of leave or for reasons other than those provided for by applicable law and regulations. Wrongful use of sick leave may result in disciplinary (Article 28 refers) or adverse action (Article 29 refers) even though such use of sick leave was previously approved. The Employer and the Union encourage Employees to conserve sick leave as insurance against loss of wages due to extended illness/injury. The Employer shall process sick leave documentation and information in a confidential and discreet manner. Sick leave shall not be denied or cancelled for arbitrary or capricious reasons. Denial or cancellation of sick leave is not disciplinary in character and must not be used as a punitive measure.

b. Use of Sick Leave. As provided for by law and regulation, sick leave, or other leave in lieu of sick leave, shall be granted to Employees:

(1) when they are incapacitated for the performance of duties by sickness, physical or mental illness, injury, pregnancy, childbirth or medical confinement;

(2) for medical, dental, or optical examination or treatment;

(3) when, through exposure to a contagious disease, the presence of the

Employee at the place of duty would jeopardize the health of others;

(4) when a Family Member of the Employee is afflicted with a contagious disease; dependent upon the Employee to receive medical, dental or optical examination or treatment; or requires the attendance of the Employee due to incapacitation resulting from physical or mental illness, injury, pregnancy, or childbirth;

(5) to make arrangements necessitated by the death of a Family Member or to attend the funeral of a Family Member; or

(6) as otherwise provided in the Federal Employee Family Friendly Leave Act.

c. Requesting Planned Sick Leave

(1) Requests for sick leave shall be made as far in advance as reasonably possible.

(2) Requests to use sick leave shall be submitted on a SF-71 "Application for Leave" form (Rev. 12-97 or subsequent version) to the Employee's supervisor or authorized designee. The supervisor or designated management official shall give timely approval/disapproval on said form. If approval is not granted, and upon request by the Employee, the employer shall provide the Employee with a definitive or documentable reason(s) that is necessary and relevant to the disapproval of the sick leave request.

d. Requesting Unplanned Sick Leave

(1) An Employee who is prevented from reporting to work because of a matter covered by a need for sick leave shall notify his/her supervisor or authorized designee by appropriate means, normally within 2 hours after the beginning of the work shift. When this is not practical, the Employee shall inform the Employer as soon as possible.

(2) The notification should include the estimated duration of that absence. If the Employee anticipates absence beyond the initial estimated period, the additional absence shall be reported as soon as possible to the Employee's supervisor or authorized designee, indicating the anticipated length of the absence. Upon return to duty, the Employee's request for sick leave shall be submitted on an "Application for leave" form (Rev. 12-97 or subsequent version).

e. Requesting Advanced Sick Leave. The Employee shall request advanced sick leave on a SF-71 "Application for Leave" form (Rev. 12-97 or subsequent version). The Employer shall approve/disapprove the request in a timely manner and in accordance with applicable law and regulations.

f. Documentation requirements for use of Sick Leave

(1) The Employer shall require a medical certificate to substantiate requests for approval of sick leave under the following circumstances:

(a) The Employee's absence exceeds 3 consecutive workdays;

(b) The Employee is currently under the provisions of a Letter of Requirement

(section G refers);

(c) The Employee requests sick leave on the day that annual leave or leave without pay has been previously denied.

(2) An Employee who is released from duty on the advice of the Occupational Environmental Health Service shall not be required to furnish a medical certificate to substantiate sick leave for that period. Subsequent days of absence shall be subject to the provisions of this Article and applicable regulations.

## **ARTICLE 14**

### **EXCUSED ABSENCES**

#### **SECTION 1 BLOOD DONATION**

The Employer and the Union agree that donating blood to the NAS Jacksonville Civil Service Account at the Employer's designated donation site is in the best interest of the community and should be encouraged. The Employer agrees to excuse Employees, without charge to leave, for the time necessary to travel to the donation site, donate blood, recuperate and safely return to duty, unless workload considerations prohibit such excused absence. If excused absence is denied, and upon request by the Employee, the Employer shall provide the Employee with a definitive or documentable workload requirement(s) that is necessary and relevant to the denial. The Employer agrees to give Employees who actually donate blood a one-hour administrative leave chit to be used at their discretion, subject to workload consideration.

#### **SECTION 2 UNION PARTICIPATION**

Employees in a duty status who participate in an authorized activity with a Union Representative(s) as defined in Section 2 of Article 7 of this Agreement shall be excused from duty without charge to leave or loss of pay upon obtaining approval from their immediate supervisor/authorized designee. Employees shall obtain permission from their supervisor/authorized designee before meeting with Union Representatives on official time. The Union agrees to take all possible steps to insure that the Employees obtain this permission before meeting with them. Approval for such participation shall normally be granted. If approval is denied, and upon request by the Employee, the supervisor/ authorized designee, shall provide the Employee with a definitive or documentable workload requirement(s) that is necessary and relevant to the denial. Unless other mutually agreed upon arrangements are made the supervisor/authorized designee and the Employee shall meet on the same day the request was made to agree to another date and/or time for participation. Time spent by Employees adjusting their grievances or any appealable action with the Employer during a period of time in which the Employees are required to be on the Employer's premises shall be considered hours of work.

#### **SECTION 3 OTHER**

An Employee who is tardy for less than one hour or an Employee who needs to be absent from work for a period of less than one hour may be excused without charge to leave or loss of pay at the discretion of the immediate supervisor. The supervisor shall apply this discretion in a consistent, nondiscriminatory manner and it shall not be arbitrary or capricious in nature.

## **ARTICLE 15**

### **INJURY COMPENSATION/WORKER'S COMPENSATION**

#### **SECTION 1 GENERAL**

Employees are responsible for informing the Employer of any on-the-job injuries. When Employees are injured in the performance of their duties, the Employer (through its servicing Human Resources Office) shall, upon notification of the on-the-job injury, inform the Employee of the procedure for filing a claim for benefits under the Federal Employee Compensation Act (FECA) and Office of Workers' Compensation Program (OWCP). Upon written request, the Employer shall provide the Union with notice of lost-time accidents/injuries.

#### **SECTION 2 EMPLOYEE RIGHTS**

The Employer shall explain to the employees his option of leave-without-pay, which is compensated by OWCP, or using annual/sick leave in cases of lost time disabilities, which result from on-the-job injury. The Employee shall also be advised that transportation and medical care shall be provided and the Employee shall be reimbursed for such services when processed in accordance with OWCP rules and regulations.

#### **SECTION 3 RECORDS**

Employee case files maintained by the Employer are protected under the Privacy Act, and only the Employee, his or her representative, and Employer personnel may routinely have access to the file. The Employer is responsible for determining whether such information may properly be released in accordance with applicable law and regulation.

#### **SECTION 4 REPRESENTATION**

The FECA provides that an Employee may be represented if he or she so desires, but it is not a requirement. Anyone can serve as a representative i.e., an attorney, a Union Representative or a friend. The Employee must designate any representative in writing before OWCP will recognize him or her

## **ARTICLE 16**

### **FILLING MANPOWER REQUIREMENTS**

#### **SECTION 1 GENERAL**

Under the Merit Staffing Program, selections shall be made on the basis of qualifications and merit. Promotions that come within the scope of career programs (exceptions to the Merit Staffing Program) and mandatory placement actions shall be made in accordance with applicable law and regulations.

#### **SECTION 2 MERIT STAFFING PROGRAM**

- a. For referral and possible selection under the Merit Staffing Program, Employees must submit a resume or application(s) in accordance with merit staffing procedures.
- b. The Standard Automated Inventory and Referral System (STAIRS), implemented by a software program called RESUMIX, is the Employer's primary method for announcing and filling vacancies under the merit promotion program. The Employer and the Union agree that job opportunities under STAIRS/RESUMIX shall be posted electronically and may be found under the Jobs Section of the Human Resources Division website (<http://hrcnrse.navy.mil>). The key skills that the Employer forwards to the Human Resources Service Center Southeast (HRSC-SE) to search the inventory of applicants shall only be taken from the position description. Employees are encouraged to maintain a current resume in STAIRS/RESUMIX at all times. Employees may have only one resume on file in STAIRS/RESUMIX. When an Employee submits a new resume, all data connected with the previous one, including additional series, is retired. Employees are encouraged to use Resume Builder to submit an electronic resume into

STAIRS/RESUMIX. However, Employees are also advised that they may submit a typewritten resume or may include their resume in the body of an e-mail message addressed to [wantajob@se.hroc.navy.mil](mailto:wantajob@se.hroc.navy.mil). Employees may add additional series to their resume using the Application Express button found at the bottom of each job opportunity.

- c. Employees shall be allowed to use Employer-controlled computers during non-duty hours to prepare and submit electronic resumes. Employees are advised that computers are also available in the Human Resources Division for preparation and submission of resumes during non-duty hours. Upon request to the Employer's Civilian Personnel/ Manpower Management Office, assistance shall be provided to disabled Employees in preparing and submitting resumes. Employees may use their Employer-designated e-mail addresses on their resume if they so desire. The HRSC-SE shall use these e-mail addresses to provide notification to Employees that their resumes have been received.
- d. The Employer agrees to provide training for new Employees on STAIRS/RESUMIX at least twice a year.

- e. For single vacancies, all eligible and qualified candidates shall be referred on the certificate. For multiple vacancies with an inordinately large number of applicants, applicants can be reduced by a "natural break." This natural break can not reduce the total number of applicants to less than 20 applicants per vacancy.
- f. The Employer agrees to inform Employees that it may recruit for certain positions by posting this intent on INTRA1. Other media may also be used for this purpose.
- g. Employees may contact the Employer's Civilian Personnel/Manpower Management Office to find out if their name was included on a certificate for an Employer vacancy.
- h. Under STAIRS/RESUMIX, the HRSC-SE shall issue Employees the following notices:
  - (1) The Employee's application/resume was received.
  - (2) The Employee's application/resume was received but it was incomplete or could not be scanned.
  - (3) The Employee was referred by the STAIRS/RESUMIX system for a particular vacancy but was found ineligible for reasons such as lack of time-in-grade, education requirements, etc.
  - (4) The Employee was referred but not selected.
- i. Employees who were rated ineligible for a position they applied for may contact the Employer's Civilian Personnel/Manpower Management Office to determine why they were rated ineligible.
- j. Procedures for filing grievances that protest a loss of consideration caused by HRSC-SE errors and/or notices of ineligibility/lack of qualifications associated with the merit staffing process for non-supervisory positions of the Employer are found in Article 30 of this Agreement.
- k. Employees who were eligible for a position but were not selected shall, upon their request, be informed by the Selecting Official of ways in which they can improve the possibility of their selection for future vacancies in similar positions.
- l. The Employer's Civilian Personnel/Manpower Management Office shall maintain and, upon request, provide the names of selectees for position vacancies.

### **SECTION 3 DETAILS**

- a. A detail is a temporary assignment of an Employee to a different position or set of duties for a specified period of time. No change in base pay occurs and the Employee returns to his/her regularly assigned duties at the conclusion of the detail. The Employer shall ensure that the use of details does not compromise the open-competition principles of the merit staffing system or the principles of performance evaluations.
- b. For all non-competitive details, volunteers shall be considered first, contingent upon the nature of the detail and workload considerations. Volunteers shall be considered first from the same organizational code where the vacancy is located. If no one volunteers, other codes within the next higher level of the organizational unit shall

be canvassed for volunteers. Volunteers shall be selected by earliest Leave Service Computation Date (LSCD), contingent upon the nature of the detail and workload considerations. If no volunteers are available the Employee with the latest LSCD in the same organizational code where the vacancy is located shall be selected for the detail, contingent upon the nature of the detail and workload considerations. Non-selection shall not be arbitrary or capricious in nature.

c. Details to the same or lower graded bargaining unit positions and to Unclassified Duties are limited to an initial period of 120 calendar days but may be extended to a maximum of 240 calendar days. Such details may be extended beyond 240 calendar days in accordance with applicable law and regulation if the Employer is undergoing contracting out studies or closure.

d. Details to higher graded bargaining unit positions and to bargaining unit positions with more promotion potential are limited to no more than 60 calendar days.

e. In addition to the information provided above, use of details must be in accordance with applicable law and regulation.

#### **SECTION 4 TEMPORARY PROMOTIONS**

a. A temporary promotion is the temporary assignment of an Employee to a higher graded position with pay for a specified period of time. To be eligible for a temporary promotion, an Employee must meet the minimum qualifications and time-in-grade requirements as determined by the Human Resource Service Center Southeast (HRSCSE). The Employee shall return to his/her regularly assigned position at the conclusion of the temporary promotion.

b. For all non-competitive temporary promotions (up to 120 calendar days) volunteers shall be considered first from the same organizational code where the vacancy is located. If no one volunteers, other codes within the next higher level of the organizational unit shall be canvassed for volunteers. Volunteers for temporary promotions shall be selected by leave service computation date (LSCD), earliest first and contingent upon workload considerations. Non-selection due to workload considerations shall not be arbitrary or capricious in nature.

c. In certain circumstances, in addition to meeting the requirements set forth in paragraph 4a above, volunteers for non-competitive temporary promotions shall be required to meet Employer-determined qualifications to be considered. These Employer-determined qualifications shall be made available to potential volunteers prior to the creation of the volunteer list. From the list of volunteers who meet all HRSC and Employer-determined qualifications, the Employer shall make selections in Leave Service Computation Date (LSCD) order, earliest first and contingent upon workload considerations. Non-selection due to workload considerations shall not be arbitrary or capricious in nature.

d. Temporary promotions to perform duties of a higher level position shall not exceed 120 days unless selections are made through competitive merit staffing procedures.

Temporary promotions exceeding 120 days cannot be selected from permanent certificates.

e. No Employee shall remain in a noncompetitive temporary promotion status for more than 120 days within a twelve (12) month period. In addition to the information provided above, use of temporary promotions must be in accordance with applicable law and regulation.

### **SECTION 5 REASSIGNMENTS**

A reassignment is the movement of an Employee from one position to another without a change in grade or pay. If the Employer reassigns an Employee to a position with a different series, the reassignment shall be done in accordance with applicable law and regulation. Reassignments shall not be done in an arbitrary or capricious manner. In cases involving related multiple reassignments, the Employer shall notify the Union of the proposed reassignment prior to Employees being reassigned. When appropriate and contingent upon workload considerations, the Employer shall first consider using volunteers within the organizational code to fill positions by reassignment.

### **SECTION 6 EXCEPTIONS TO THE MERIT STAFFING PROGRAM**

Individuals who are entitled to consideration as a result of a legal, regulatory, procedural or collective bargaining agreement provision shall be referred before other competitive or noncompetitive actions are taken to fill a position. Such individuals shall be referred in the following order:

- a. Individuals entitled to priority consideration or similar remedy as a result of a legal, regulatory, or statutory right. If found qualified, shall be selected.
- b. Employees on retained grade/pay.
- c. Individuals who were granted prior consideration because they did not receive proper consideration for promotion due to a procedural, regulatory, or program violation. Prior consideration is granted for the next substantially similar vacancy occurring in an activity serviced by HRSC-SE. To be substantially similar:
  - (1) the position must be in the same pay plan and occupational series;
  - (2) the position must have no higher promotion potential than the position for which consideration is missed; and
  - (3) the applicant would be included in the area of consideration to be used in announcing the vacancy. This consideration is given for one year from the date granted.

**NOTE:** Employees may submit copies of Prior Consideration Notifications that they have received from HRSC-SE to the Employer's Civilian Personnel/Manpower Management Office. When a Prior Consideration match occurs, HRSC-SE shall notify the Selecting Official of the Prior Consideration Candidate and provide the Candidate's application. The Selecting Official shall consider the Prior Consideration Candidate and

the Employer's Civilian Personnel/Manpower Management Office shall notify the Employee of that consideration. Prior consideration does not guarantee selection.

- d. Priority Placement Program registrants in priority categories of 1, 2, and 3.
- e. The Commanding Officer or the Executive Officer appoints a qualified applicant (i.e., a change to lower grade, VRA, etc., has been determined to be the best manner in which to fill the vacancy).

## **SECTION 7 CHALLENGING INELIGIBLE RATINGS**

Employees who are rated ineligible for a vacant position announced under the Merit Staffing Program may challenge that rating under the Negotiated Grievance Procedure contained in Article 30 of this Agreement.

## **ARTICLE 17**

### **POSITION DESCRIPTIONS AND CLASSIFICATIONS**

#### **SECTION 1 GENERAL**

The Office of Personnel Management (OPM) sets government wide classification policy. It also develops and issues position classification and job grading standards and decides classification or job grading appeals filed by Employees or their designated representatives. The Employer has the authority and responsibility to classify Unit positions consistent with position classification and job grading standards issued by the Office of Personnel Management (OPM). The Employer shall evaluate the duties, responsibilities, and qualification requirements of a position against the appropriate standards. The Employer shall classify similar or like positions in a consistent manner.

#### **SECTION 2 PROVIDING COPIES**

Upon request, the Employer shall provide the Employee with a copy of his/her position description. Upon request, the Union shall be furnished a copy of position descriptions that is necessary and relevant to its representational responsibilities.

#### **SECTION 3 PROPOSED CHANGES TO POSITION DESCRIPTIONS**

The Employer shall inform the Union when the application of new or revised job grading standards affects the Title, Series, and/or Grade of Union-represented positions. Additionally, the Employer shall inform the Union of any changes in working environment or changes that require additional training or certification by the Employee that it proposes to incorporate into Union-represented positions. Such matters are considered appropriate for negotiation and the Parties shall use the procedures set forth in Article 3 of this Agreement to fulfill their respective obligations. However, the Parties do agree that any changes of an administrative nature that do not impact on the position's title, series, grade, training and/or certification requirements or working

environment can be incorporated by the Employer without notifying the Union or using the procedures set forth in Article 3.

#### **SECTION 4 POSITION REVIEW/CLASSIFICATION APPEAL**

An Employee who believes that his/her position description's Title, Series, and/or Grade is incorrect may address the matter using the following steps:

- a. Step 1: Discuss the matter with his/her immediate supervisor and, if by request, a Union Representative. A meeting time/date shall be mutually agreed upon and the Supervisor shall issue the decision within fifteen (15) workdays after the meetings. If not satisfied with the outcome, initiate Step 2.
- b. Step 2: Within fifteen (15) workdays of the Step 1 decision, submit a written request to the on-site Competency Director for discussion, further review of the matter or request for job audit. Within fifteen (15) workdays, discuss the matter with the on-site Competency Director, or his/her authorized designee, and if by request, a Union Representative. If not satisfied with the outcome, initiate Step 3.
- c. Step 3: Within fifteen (15) workdays of the Step 2 decision, submit a written request, via his/her immediate supervisor, to the Employer's Civilian Personnel/Manpower Management Office, or designated Human Resources Office (HRO) Specialist, for further review of the matter. The Employee may have a Union Representative present during any job audit conducted with the Employee by a representative of the Civilian Personnel/ Manpower Management Office or HRO. The Employee may also elect to have a Union Representative present when the Civilian Personnel/Manpower Management Office or HRO presents its review to, or has a discussion with, the Employee on the matter. This review/discussion shall occur within fifteen (15) workdays of receipt of the request. The Civilian Personnel/Manpower Management Office or HRO shall provide the Employee with a written decision on the matter within fifteen (15) workdays of the review/discussion via his/her immediate supervisor. If not satisfied with the outcome, initiate Step 4.
- d. Step 4: Within fifteen (15) workdays of the Step 3 decision, submit an official letter to the Department of the Navy (DON) appeal system via the Commanding Officer. If the Employee desires Union representation, the appeal case file must include a signed statement from the Employee specifically designating a Union Representative to represent him/her. The Employer shall grant a reasonable amount of official time (normally not in excess of 4 hours) for the Employee and/or his/her Union Representative to prepare this letter. This letter must:
  - (1) Identify the position in question by position description number, competency, division, shop, or unit;
  - (2) Identify the position's present Title, Series, and Grade;
  - (3) Provide the reasons why it is believed that the position is erroneously classified; and
  - (4) Provide the desired classification and reasons supporting that classification. When DON issues its decision, the Employee may elect to accept it or continue the appeal process to Step 5 in accordance with established regulations and guidelines.

e. Step 5: Appeal the DON decision to the Office of Personnel Management (OPM).

The HRO shall assist the Employee in obtaining the proper appeal forms. If the Employee desires Union representation, the appeal case file must include a signed statement from the Employee specifically designating a Union Representative to represent him/her. The Employer shall grant a reasonable amount of official time (normally not in excess of 4 hours) for the Employee and/or his/her Union Representative to prepare these appeal forms.

### **SECTION 5 FREEDOM FROM COERCION/INTERFERENCE**

The Employer shall not coerce, restrain, retaliate or interfere with Employees involved in classification-related matters (e.g., discussions, appeals, etc.).

### **SECTION 6 TIMEFRAMES**

All timeframes discussed in this Article may be modified if both Parties mutually agree to do so. Failure of the Employer to meet established timeframes shall allow the matter to be moved to the next step. Failure of the Employee and/or Union to meet established timeframes shall cause the matter to be dropped except for any statutory right to appeal.

### **SECTION 7 LAW AND REGULATION**

All appeal decisions, position description changes or classification standard changes shall be complied with according to law and regulations.

## **ARTICLE 18**

### **REDUCTION-IN-FORCE**

#### **SECTION 1 GENERAL**

The Employer shall minimize the need for a reduction-in-force through the use of personnel management tools such as hiring restrictions, review of overtime usage, attrition, reassignments, etc. All Reduction-In-Force (RIF) actions shall be accomplished in accordance with applicable law and regulations (i.e., 5 CFR Part 351). Employees may be represented by the Union during all phases of a RIF action to include briefings, counseling sessions and other relevant meetings.

#### **SECTION 2 RELEASE OF INFORMATION**

The Employer shall notify the Union in writing of RIF actions as soon as it has been authorized and the information can be released. The Employer shall provide the Union with all known background information concerning the RIF. Upon receipt of this information, the Union, if it so desires, has fifteen (15) workdays to present its views and recommendations concerning the implementation of the RIF action. This timeframe may be adjusted upon agreement of the Parties. This timeframe shall be adjusted at

any point when the Employer provides additional, new or previously unreleased RIF information to the Union.

### **SECTION 3 NOTIFICATION OF CHANGE IN RIF**

The Employer shall notify the Union when there is a change in the number of Union represented positions being abolished in a RIF.

### **SECTION 4 PRE-RIF PLACEMENT EFFORTS**

As part of pre-RIF placement efforts designed to minimize the need for a RIF, the Employer may reassign an Employee or permit an Employee to undergo a voluntary change to lower grade into a vacant position. Such placement efforts shall be done in accordance with applicable law and regulation.

### **SECTION 5 ISSUANCE OF RIF NOTICES**

The Employer shall issue specific written RIF notices to Employees in accordance with Subpart H of 5 CFR 351 and current DOD/Navy/NAVAIR policy. The Employer also shall notify the Union in writing of each affected Employee at the time of the notice in accordance with 5 CFR 351.801(a) (3).

### **SECTION 6 RIF PLACEMENT PROGRAM INFORMATION**

The Employer and the Union shall maximize information flow to the Employee concerning RIF mitigation efforts, i.e., registration in the DOD Priority Placement Program (PPP), retirement incentives, grade and pay retention, severance pay and other appropriate efforts. Also, Employees should consult the local HRO for up-to-date information on these programs.

### **SECTION 7 RETENTION STANDING DETERMINATIONS**

The Employer shall determine the retention standing of each competing Employee in accordance with 5 CFR 351 Subparts D and E. Upon request and subject to availability, the Employer shall inform the Union of the Competitive Levels i.e., a group of positions in the same grade and classification series that have similar duties and other requirements.

### **SECTION 8 QUALIFICATION DETERMINATIONS FOR RIF**

The HRO and HRSC need time to determine qualifications for assignment rights, retention standing and to issue notices. The Employee shall be provided the opportunity prior to the issuance of a RIF notice, to update their OPF. The update shall include:

- a. Service Computation Dates (SCDs) are important factors in employees' retention standings. SCD includes military service e.g., reserve training, National Guard service, and campaign badges. (Ref. 5 CFR 351.503)
- b. Experience

c. Education and Training

**NOTE:** The accuracy of Position Descriptions is important to a RIF. Employees should have already verified this accuracy as identified in Article 17, Position Descriptions and Classifications.

**ARTICLE 19**

**TRAINING**

**SECTION 1 GENERAL**

In recognition of the mutual advantages to the Employer and to the Employees, the Employer shall provide training to Employees in order to keep them abreast of technological changes within their competency and area of expertise, in order to provide for maximum efficiency of operations, optimum use of available personnel and equitable distribution of work assignments. The Employer shall make all determinations regarding the need for, and priorities of, such training with input from the Employee. Every effort will be made to ensure that all Employees receive training as the Employer deems appropriate.

**SECTION 2 INDIVIDUAL DEVELOPMENT PLAN (IDP)**

The Employer shall formulate and maintain IDPs for all Employees. Employee input into the IDP is critical. Employees should discuss their strengths, weaknesses, and interests regarding training with their Supervisor. Supervisors should encourage Employees to make self-recommendations and consider the Employees' needs and goals with those of the organization. Supervisors and Employees shall determine the training needs of Employees and annotate in the IDP annually, in conjunction with performance appraisal cycles. The Employer shall strive to accomplish the training needs as identified within the Employee's IDP. A copy of the IDP shall be given to the Employee when completed or revised.

**SECTION 3 TRAINING PROGRAM REVIEW**

The Employer agrees to meet with the Union upon request, for the purpose of exchanging information concerning the overall training program of Employees. The Union shall be permitted to review the training program for the purpose of assisting the Employer in a continuing effort to strengthen and improve the program. Any alleged inequities shall be promptly considered.

## **ARTICLE 20**

### **SAFETY, HEALTH, AND WELFARE**

#### **SECTION 1 GENERAL**

The Employer shall make every reasonable effort to provide adequate workspace, lighting, ventilation and fire alarms while maintaining safe and healthful working conditions in accordance with applicable law and regulation. The Union shall cooperate in this effort and encourage Employees to work in a safe manner.

#### **SECTION 2 REPORTING UNSAFE/UNSANITARY CONDITIONS**

In the course of performing their normally assigned work, Employees are encouraged to report unsafe or unsanitary conditions to the Employer. The Employer shall promptly investigate the unsafe or unsanitary conditions and begin corrective action according to applicable law and regulations. Unsafe conditions may also be reported using OPNAV Form 5100/11 that can be obtained from and submitted to the Safety Office. This form may be submitted anonymously. When safety and health matters are of a general nature, a Union Representative may also present such matters.

#### **SECTION 3 OBTAINING PROMPT FIRST AID**

The Employer shall make every effort to obtain prompt first aid for Employee injury/illness.

#### **SECTION 4 INFORMATION REQUESTS**

Upon written request, the Employer shall provide the Union with available lost-time accident data relevant to the incident/situation being investigated.

#### **SECTION 5 PROTECTIVE CLOTHING/SAFETY EQUIPMENT**

The Employer shall furnish OSHA/ANSI compliant protective clothing and equipment at no expense to the Employee whenever the Employer requires such clothing and equipment for safety or industrial health purposes. These requirements include, but are not limited to, coveralls, hard hats, ear plugs, safety glasses, inhalation masks and safety shoes. Employees and/or the Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Employer. The Employer and the Union agree that the Employee has the responsibility to use the Employer provided safety equipment.

#### **SECTION 6 MEDICAL INFORMATION**

An Employee's medical information possessed by the Employer shall be provided to the Employee, or to his/her representative when designated in writing by the Employee, in accordance with the provisions of the Privacy Act and 5 CFR Part 293, Subpart E.

## **SECTION 7 RESTROOM MAINTENANCE**

All restrooms shall be in compliance with OSHA regulations. The Employer shall maintain all toilets and washrooms in a clean and sanitary condition.

## **ARTICLE 21**

### **PUBLICITY, FACILITIES, RESOURCES AND EQUIPMENT**

#### **SECTION 1 BULLETIN BOARDS**

a. The Employer has provided 24" x 36" spaces for bulletin boards, properly identified as belonging to the Union, at locations agreed to by the Parties. Using the procedures set forth in Article 3, the Employer and the Union shall negotiate over the Union's need for additional bulletin boards and the spaces required for those boards.

b. It is understood that the Union shall use these boards for posting notices of Union appointments, election results, general information, recreational and social activities, and Union meetings without screening by the Employer. The Union shall be responsible for posting and removing material and for maintaining the bulletin boards in an orderly fashion.

#### **SECTION 2 ELECTRONIC MEDIA**

The Employer shall provide a link on the Employer's NADEPJAX Intra1 Homepage for a Union Website. The Union shall maintain its Website in accordance with the Employer's policy on appropriate language and conduct in the workplace as well as applicable laws and regulations.

#### **SECTION 3 UNION FACILITIES AND EQUIPMENT**

a. The Employer shall provide to the Union an office at the Employer's main site at NAS Jacksonville and a shared office with other unions at the Employer's site at the Cecil Commerce Center to conduct Union business and maintain records and references. The Union offices shall be provided with locks to afford security against theft and to allow privacy for meetings and member counseling. A telephone with an outside line, including long distance access, shall be provided at each office to conduct official union business in accordance with applicable law and regulation.

b. The Employer shall provide confidential use of the Employer's document scanning services and manpower for scanning Union documents to mass storage media i.e., CD ROM or DVDs. The Employer shall provide a computer with a writable CD ROM or DVD for the offices located at the main facility at NAS Jacksonville and at the Cecil Commerce Center. Each computer shall have internet access. The Employer shall provide spacesaving updated modular furniture for each of the aforementioned offices. Each office shall be centrally located and shall be provided with locks for security. The Employer shall provide a total of 3 locking 4 or 5 drawer file cabinets, 2 bookshelves for

the offices and one TV in the Union conference room with access to the NADEP Jax TV Network.

#### **SECTION 4 MEETING FACILITIES**

Based on availability and upon request, the Union may utilize the Employer's conference rooms to conduct official business during working hours. Also, upon request, the Employer shall make facilities available for Union meetings to conduct internal business outside regular working hours, subject to availability, prescribed security and safety requirements, and applicable regulations.

### **ARTICLE 22**

#### **SECURITY**

#### **SECTION 1 GENERAL**

The Employer and the Union agree to work together to ensure that all Employees are provided with a safe and secure workplace. The Parties also agree to ensure the physical security of all facilities and other physical assets owned by, or under the control of, the Employer.

#### **SECTION 2 OTHER**

Personal cameras, recording devices, weapons and possession of illegal drugs are strictly prohibited on the Employer's premises. Furthermore, violence, or threats of violence, by or towards Employees shall not be tolerated. Employer designated identification is required for all Employees.

### **ARTICLE 23**

#### **VOLUNTARY ALLOTMENT OF DUES**

#### **SECTION 1 GENERAL**

The Employer shall abide by Chapter 71, Title 5, Section 7115 of U.S. Code. The Employer shall deduct Union Dues from the pay of Employees who voluntarily authorize such deduction each pay period provided the following conditions have been met:

- a. The Employee has voluntarily authorized such deduction on Standard Form 1187 by completing and signing the authorization.
- b. The Union President or other authorized representatives has completed and signed the Standard Form 1187 on behalf of the Union and forwarded it to HRO Labor Relations Customer Service representative.

**NOTE:** The Union shall provide to the HRO Labor Relations Customer Service representative a listing of Union representatives authorized to complete and sign the SF-1187 on behalf of the Union.

c. The Employer, via the Human Resources Office, has verified that the applicant is represented by the appropriate Union and is placed in the correct BUS Code (2000).

d. The Employee's net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deduction shall be made when the Employee's pay is not sufficient to cover the full allotment or when the Employee is in a non-pay status for the entire pay period. The Union shall contact payroll on a case by case basis regarding additional information relative to the remittance report.

### **SECTION 2 PURCHASING/DISTRIBUTING FORMS**

The Union shall provide and distribute a Standard Form 1187 during non-paid, non-duty time (i.e., lunch periods are non-paid, non-duty time while scheduled breaks are paid duty time). The Union shall certify on the form the current amount of the Employee's regular Union Dues to be deducted each biweekly pay period.

### **SECTION 3 EDUCATING EMPLOYEES ON THE PROCESS**

The Union shall educate its members concerning the payroll deduction program, its voluntary nature, uses and the availability of the required forms.

### **SECTION 4 INITIAL DEDUCTION OF DUES**

Deduction of Union dues by payroll allotment shall begin with the first pay period that occurs after receipt of a properly executed Standard Form 1187 by the civilian payroll branch.

### **SECTION 5 AMOUNT OF UNION DUES**

The amount of Union dues to be deducted each biweekly pay period on behalf of the Union shall remain as originally certified to on such allotment forms. No changes to the amount of the deductions shall occur until the change in question is certified to by the Treasurer or other designated representative of the Union and such certification of change is duly transmitted to the HRO Labor Relations Customer Service Representative.

### **SECTION 6 CHANGES IN UNION DUES AMOUNT**

Any such change in the amount of an Employee's regular Union dues with a resultant change in the amount of the allotment of such Employee's biweekly pay period shall become effective with the allotment made on the first pay period after receipt of the notice of change by the HRO Labor Relations Customer Service Representative, or by a later date, if requested by the Union.

## **SECTION 7 TERMINATION OF UNION DUES WITHHOLDING**

The Employee's anniversary date is defined as the first pay period that dues were originally deducted. Except as provided below, allotments may not be revoked for a period of one (1) year from the anniversary date. An Employee's voluntary allotment for the payment of Union dues shall be terminated the start of the first pay period in which any of the following occurs:

- a. Loss of exclusive recognition by the Union.
- b. Separation of the Employee for any reason.
- c. Transfer of the Employee outside the Unit in which the Union has been given exclusive recognition.

**NOTE:** Under Section 7a, b and c above, dues-paying Employees are responsible for informing the Labor and Employee Relations Division, Human Resources Office (HRO) of any position change that involves them. If the position change moves them out of the bargaining unit, they shall obtain a Standard Form 1188 from HRO and fill it out to cancel their dues withholding with the Union.

- d. Upon prompt notification to the HRO Labor Relations Customer Service Representative by the Union that the Employee has been expelled or for any reason ceases to be a member in good standing.

## **SECTION 8 REVOCATION OF UNION DUES WITHHOLDING**

An Employee who has authorized withholding of Union dues may, at any time, request revocation of such authorization by completing and submitting in triplicate Standard Form 1188 or acceptable substitute. Employees may obtain a Standard Form 1188 from the Human Resources Office. The Employee shall certify on the Standard Form 1188 that she/he has read the Privacy Act notice that pertains to the form. Upon receipt by the HRO Labor Relations Customer Service Representative of a properly executed Standard Form 1188, the Employee's dues allotment, unless withdrawn or rescinded prior to the effective date, shall cease effective the first full pay period following the anniversary of the Employee's original authorization of the allotment. The HRO Labor Relations Customer Service Representative, upon receipt of a properly executed revocation, shall furnish a copy of the Standard Form 1188 to the Treasurer of the Union.

## **SECTION 9 TRANSFER OF INFORMATION AND FUNDS**

The Employer shall transmit within 5 workdays after each biweekly payday, the following to the Union.

- a. A listing in duplicate that identifies the Union by name and local number, name of each Employee having dues deducted, amount of the allotment deducted, and payroll number of each Employee. The listing shall include the total monetary amount of all allotment deductions made for Employees and the total number of allotments deducted.

b. An electronic funds transfer from the Treasury of the United States shall be made to the Union's account in the amount equal to the grand total of all monetary allotment deductions made during the applicable biweekly pay period.

## **ARTICLE 24**

### **TRAVEL**

#### **SECTION 1 GENERAL**

It is understood and agreed that Employees may be required and are expected to perform temporary duty travel in order to accomplish the mission assigned to the Employer. Temporary medical conditions certified by a medical physician shall be considered as an exception to required travel. The Employer shall schedule the time to be spent by an Employee in travel status away from his official duty station within the scheduled workweek and "hours of work" of the Employee to the extent that the needs of the Employer and mission permit. Travel and reimbursements shall be in accordance with current law and the Joint Travel Regulations (JTR).

**NOTE:** Employees who travel outside Continental United States (CONUS) are required to attend a two-hour anti-terrorism-Force Protection Brief at least one time a year.

#### **SECTION 2 POLICY, LAW AND REGULATION**

Employees covered by this Agreement shall travel in accordance with the JTR. The Employer may have local administrative procedures that do not contravene the provisions of the JTR.

#### **SECTION 3 IMPLEMENTING CHANGES REGARDING TRAVEL**

It is understood that, prior to implementing changes required as a result of a revision to the JTR by appropriate higher authority or local instructions, the Employer shall notify the Union prior to implementing such change(s) in accordance with the provisions outlined in Article 3 of this Agreement.

#### **SECTION 4 EQUITABLE DISTRIBUTION OF TRAVEL**

Travel assignments shall be rotated among qualified Employees within an organizational element to the extent permitted by workload considerations.

#### **SECTION 5 RECORDKEEPING**

Accurate records of travel assignments shall be maintained by the Employer and shall be made available for review upon written request by Employees and/or representatives.

## **SECTION 6 RELEASE OF TRAVEL INFORMATION**

The Employer shall make reasonable effort to provide Employees complete and accurate information in advance with respect to:

- a. The purpose of the travel assignment.
- b. The anticipated duration of the assignment.
- c. The mode of transportation to be utilized.
- d. Arrangements made for quarters and transportation at the travel destination.

When the Employer determines such temporary duty travel necessary, the desires, convenience, and comfort of the Employee shall be considered to the maximum degree permitted by the assigned mission.

## **SECTION 7 ISSUANCE OF TRAVEL ORDERS**

A standard travel order shall be issued to Employees when they are required to travel beyond the local commuting area as defined in the JTR. Normally Travel requests for routine travel shall be submitted 2 weeks prior to departure unless prevented by circumstances beyond the control of the Employer. Normally the Employer shall provide travel orders no later than the end of the shift, two full workdays prior to the commencement of travel unless prevented by circumstances beyond the control of the Employer.

Employees shall be provided information packages with their travel orders to assist them in preparing travel claims and dealing with situations that may arise during travel.

## **SECTION 8 TRAVEL FUNDS**

In accordance with applicable rules and regulations, the Employer shall ensure Employees have access to either advanced funds or to an Employer-purchased Travel Credit card to perform temporary duty travel. Employees are expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling at his/her own expense.

## **SECTION 9 MODE OF TRANSPORTATION**

The Employer shall avoid scheduling Employees to travel in military aircraft that are not modified to carry passengers. When no alternatives are available, travel by military configured aircraft may be required. Travel by commercial carrier (air, rail, or bus) may also be authorized. The arranging and securing of reservations for transportation, lodging, automobile rental, and shipping of tools and/or equipment shall normally be the responsibility of the Employer. Prior to final determination of the mode of transportation for Employees required to travel, the Employees' convenience at the job site shall be considered.

## **SECTION 10 TRAVEL DURING DUTY HOURS**

Consistent with the performance of the required mission and availability of more reasonable schedule, the Employer shall, whenever possible, avoid scheduling Employees to use a carrier which requires boarding during other than normal duty hours unless workload considerations require travel outside normal duty hours. When Employees are scheduled and required to travel on days outside of their basic workweek and during their normally scheduled work hours, they may be entitled to overtime or compensatory time in accordance with applicable law or directives by higher authority. The Employer shall maintain such records and make them available to the Employee with the travel orders. The Employer shall notify the Employee of scheduled travel as far in advance as possible, normally not less than 3 workdays. Emergent travel time shall be compensated in accordance with existing law and regulations.

## **SECTION 11 TRAVEL QUARTERS**

In considering the utilization of government quarters, the Employer shall ensure such quarters are adequate. Adequate quarters are normally defined as a private room totaling not less than 250 square feet and a private or shared bath with no more than one (1) other person. Basic furnishings should also be provided such as bed, dresser, chair, and linens. Heating and air conditioning should be provided for the Employee's comfort as appropriate and as dictated by the climate of the area and the local commanding officer's policy. No Employee shall be required to stay in the Bachelors Enlisted Quarters (BEQ). The Employee shall attempt to resolve any problem with the local Bachelors Officers Quarters (BOQ). After all avenues have been exhausted and the problem is still not corrected, call the Travel Office during working hours and request assistance. After hours and on weekends call the Command Duty Officer (CDO).

## **SECTION 12 VACCINATION REQUIREMENTS**

When Employees are required to travel outside of the Continental United States (CONUS), the Employer shall ensure that these Employees receive all required vaccinations for the country/area to which they are traveling. The Employer shall make all reasonable efforts to ensure that the Employees' orders or an advanced written notice of travel are provided to the Employees at least three (3) weeks prior to the actual travel date to provide time for the vaccinations and any possible reactions to the vaccinations.

## **SECTION 13 REST PERIODS DURING EXTENDED TRAVEL**

a. When travel is direct between authorized origin and destination points which are separated by several time zones and either the origin or destination point is outside CONUS, a rest period not in excess of 24 hours may be authorized or approved when air travel between the two points is by less-than-premium-class accommodations and the scheduled flight time, including stopovers, exceeds 14 hours by a direct or usually traveled route.

b. A Department Director or other designated management official may authorize excused absence after such prolonged travel in accordance with applicable law and regulations.

## **ARTICLE 25**

### **PARKING**

#### **SECTION 1 GENERAL**

Parking areas shall be available for Employees as close to assigned work areas as practicable. It is agreed and understood that parking benefits of Employees are conditions of employment. Accordingly, the Employer fully recognizes the Union's right to negotiate the Impact and Implementation of any Employer proposals to change established parking policy. Such negotiations shall be accomplished in accordance with Article 3 of this Agreement.

#### **SECTION 2 PARKING FOR THE DISABLED**

Employees who are severely disabled and for whom assigned parking spaces are determined necessary by the Occupational Environmental Health Service shall be assigned reserved parking spaces upon their request. The Employer shall request the Occupational Environmental Health Service reevaluate the disabled Employees when there is reason to suspect the disabling condition has improved to the degree that reserved parking is no longer warranted.

#### **SECTION 3 PARKING COMMITTEE**

The Union may establish a parking committee. This committee shall meet on a monthly basis or as required with the Employer's Security Officer to resolve problems and discuss proposed changes. Any changes to the existing parking assignments, policies or instructions of the Employer shall be submitted to the Union Parking Committee for review and comment. This review does not preclude the Union's right to negotiate Impact and Implementation of such changes.

#### **SECTION 4 RESERVED PARKING FOR UNION OFFICIALS**

A total of three "Reserved" parking spaces, two at the Employer's main facility aboard NAS Jacksonville and one at the Cecil Commerce Center, shall be provided to the Union. The Parties shall mutually determine the physical location of these "Reserved" parking spaces.

#### **SECTION 5 CONTRACTOR PARKING**

The Employer and the Union agree that contractor privately owned vehicles (POV) shall only park in contractor-designated parking areas.

## **SECTION 6 ENFORCEMENT**

All vehicles parked in Employer controlled spaces must have the proper parking decal permanently affixed to the rear window of the vehicle. The Employer shall ensure periodic trips are made through all Employer controlled parking spaces to identify and ticket all vehicles improperly parked.

## **ARTICLE 26**

### **EQUAL EMPLOYMENT OPPORTUNITY**

#### **SECTION 1 GENERAL**

The Employer and the Union agree to provide equal opportunity for all persons and to conduct a continuing campaign to eliminate discrimination based upon race, color, sex, religion, national origin, age, handicapping condition, or reprisal for involvement in the Equal Employment Opportunity (EEO) process. The Employer and the Union recognize a joint responsibility for making constructive contributions to the common goal of equality of opportunity and early dispute resolution at the lowest level. The Employer shall post notices to all Employees advising them of their EEO rights under the laws and regulations and their rights to be free from retaliation/reprisal.

#### **SECTION 2 FILING A COMPLAINT**

Employees who wish to pursue an allegation of discrimination may use the traditional EEO complaint process under 29 CFR Part 1614 or the Department of the Navy's EEO Complaint Resolution (EEOCR) Process. Notwithstanding the process used,

Employees shall first contact an EEO Counselor/Dispute Resolution Specialist within 45 calendar days after the incident/situation which caused them to believe they were discriminated against; or, if a personnel action, within 45 calendar days after its effective date. At every stage of the complaint process, including the counseling stage, the Employee has the right to be represented by the Union or other representatives.

#### **SECTION 3 PROCEDURES**

When the EEO Counselor/Dispute Resolution Specialist conducts/issues the Final Interview/Notice of Right to File a Formal Complaint, the Employee shall be advised by the EEO Counselor/Dispute Resolution Specialist of the right to further pursue the matter through one of two avenues. One avenue has two choices within itself - the Department of the Navy's EEOCR Process or the statutory appeals procedure. The other avenue is the negotiated grievance procedure contained in Article 30 of this Agreement. The Employee can only choose one of these two avenues as follows:

a. Under the first avenue the Employee can:

- (1) Pursue the matter through the statutory appeals procedure in which case the Employee has 15 calendar days from the date of the Final Interview with the EEO Counselor to file a Formal Complaint, **OR**
  - (2) Pursue the matter through the EEOCR process in which case the Employee has 15 calendar days from the issuance of the Notice of Right to File a Formal Complaint by the Dispute Resolution Specialist to file a Formal Complaint.
- b.** Under the second avenue, if the Employee chooses to pursue the matter through the negotiated grievance procedure, the Employee has 15 workdays from the date of the Final Interview with the EEO Counselor/issuance of the Notice of Right to File a Formal Complaint by the Dispute Resolution Specialist to submit a written grievance to Formal Step 3 of the Negotiated Grievance Procedure, Article 30 of this Agreement.

#### **SECTION 4 AFFIRMATIVE EMPLOYMENT PLAN**

The Union shall be consulted for input to the Employer's Affirmative Employment Plan. The Employer shall furnish the Union with a copy of any annual reports, if made, which summarize progress in the EEO Program during the preceding 12 months.

#### **SECTION 5 EEO ADVISORY COMMITTEE**

The purpose of the EEO Advisory Committee is to promote positive and productive attitudes regarding Equal Employment Opportunity within the workforce. The Union shall nominate five (5) Employees and the Employer shall appoint two of those nominees to serve on the Employer's EEOAC. One of those nominees shall serve as the primary member and the other shall serve as the alternate if the primary member is unavailable. Refer to Intra1, EEOAC, for any EEOAC matters.

#### **SECTION 6 FREEDOM FOR REPRISALS**

Reprisals against any Employees involved in an allegation of discrimination, whether as Complainant, Witness or Representative, is prohibited by law and is an act of discrimination, subject to administrative action.

## **ARTICLE 27**

### **CIVILIAN EMPLOYEE ASSISTANCE PROGRAM**

#### **SECTION 1 GENERAL**

a. The purpose of the Civilian Employee Assistance Program (CEAP) is to give Employees help with any problems such as medical, emotional, financial, interpersonal or personal issues, alcohol abuse or drug dependence. CEAP provides free, confidential short-term counseling to identify the Employee's problem and, when appropriate, make a referral to an outside organization, facility, or program that can assist the Employee in resolving his/her problem. It is the Employee's responsibility to follow through with this referral, and it is also the Employee's responsibility to make the necessary financial arrangements for this outside treatment, as with any other medical condition.

b. The Employer and the Union fully support a drug free workplace. It is the Employer's policy that alcohol and drug dependencies are treatable health problems and should be recognized and managed in a way to improve the Employee's performance. To this end, the Employer shall identify and discuss the unacceptable conduct or deteriorating job performance with the Employee.

#### **SECTION 2 PARTICIPATION**

Employees are urged to seek help through the CEAP when their problems adversely affect their conduct and/or performance. Employees can make a self-referral to CEAP at any time. When self-referred, CEAP shall not divulge Employee participation in the Program or any details revealed without the Employee's written permission. Managers and Supervisors are urged to become familiar with the CEAP and to mandate referrals or recommend to Employees that they seek help through the CEAP. When the Employer mandates a CEAP referral for an Employee, CEAP counselors shall only divulge to the Employer whether or not the Employee attended the initial meeting, the recommended treatment plan and the Employee's compliance with the plan. All other details of the counseling session shall remain confidential between the Employee and the CEAP counselor. However, participation in the CEAP is voluntary and, ultimately, it is the Employee's decision to participate or not. Employees shall not have job security or promotional opportunities jeopardized by making a request for referral and assistance except as limited by laws relating to sensitive positions.

**NOTE:** Employees can utilize private assessment/counseling service at any time. However, Employees must take leave and are responsible for any costs associated with the service.

#### **SECTION 3 USE OF LEAVE**

Sick leave, or other leave in lieu of sick leave, to cover Employee absences for alcohol or drug abuse treatment or rehabilitation shall be granted by the Employer on the same

basis as any other illness or health problem. In the case of an Employee's self-referral to CEAP, all visits up to a maximum allowed (6 visits) must be taken while the Employee is on approved leave or in a non-duty status. When the Employer mandates that an Employee attends a CEAP referral, the first visit shall occur during duty hours with no charge to the Employee's leave. Subsequent visits up to the maximum allowed (6 visits) must be taken when the Employee is on approved leave or in a non-duty status.

#### **SECTION 4 OFFICIAL TIME FOR CEAP TRAINING**

The Employer shall authorize official time for, and include Union Representatives in, Employer-sponsored training sessions for the purpose of imparting information with respect to the CEAP program.

### **ARTICLE 28**

#### **DISCIPLINARY ACTIONS**

##### **SECTION 1 GENERAL**

For purposes of this Agreement, disciplinary actions are defined as written reprimands and suspensions of 14 days or less. Disciplinary actions shall be taken for just cause. At a minimum Employees shall be allowed to make a written statement prior to the initiation of any disciplinary action against them. The Employer shall inform the Employee before or during any discussions or meetings that a Union Representative may be present at employee's request, as outlined in Article 5, Rights of the Employee. Furthermore, the Employer shall not act upon suspensions until the procedures outlined in Section 4 of this Article are followed.

##### **SECTION 2 GUIDELINES**

The Employer shall use the Civilian Personnel Instruction 752 (CPI 752) as a guide for effecting disciplinary actions. However, this does not preclude the Employer from taking actions outside the scope of the CPI 752 to correct problem behavior or misconduct (i.e., verbal counseling, letter of caution, etc.).

##### **SECTION 3 EMPLOYEE RIGHT TO REPRESENTATION/DOCUMENTATION**

Employees who have received proposed disciplinary actions are entitled to a personal representative of their choice, who may be a Union Representative, to assist them in responding to the proposed action. The Employer shall provide the Employee and his/her representative with a copy of the proposed action and all related references, enclosures and attachments. The Employer shall also provide the Employee and his/her representative with a copy of the written decision relative to the proposed action as well as all related references, enclosures and attachments.

#### **SECTION 4 EMPLOYER RESPONSIBILITIES**

- a. Discipline is the responsibility of the Employer and all disciplinary actions shall be taken in a timely manner and in accordance with applicable regulations such as CPI 752.
- b. Letters of Reprimand shall be retained in an Employee's Official Personnel Folder for the duration specified within the document (normally not more than one (1) year). At the end of the period established in a Letter of Reprimand, the Letter of Reprimand shall be removed from the Employee's Official Personnel Folder.
- c. All suspensions under this Article involve a two step process as follows:
  - (1) Step 1: Issuance of a Notice of Proposed Suspension. At a minimum, this notice shall contain:
    - (a) specific reasons for the proposed action;
    - (b) a ten (10) calendar day reply period, beginning upon receipt of this notice, to respond orally and/or in writing to furnish information/documentation in support of that response; and
    - (c) the right to representation by a Union Representative, an attorney or other representative.
  - (2) Step 2: Issuance of a Notice of Decision on the Proposed Suspension. At a minimum, this notice shall contain:
    - (a) a summary of the charge(s) and any reply made by the Employee and/or his/her representative;
    - (b) a review of the charge(s) and any reply made by the Employee and/or his/her representative;
    - (c) the Deciding Official's decision on the matter; and
    - (d) the Employee's grievance rights.

#### **SECTION 5 GRIEVANCES/APPEALS OF DISCIPLINARY ACTIONS**

Disciplinary actions are grievable under Article 30 of this Agreement and are not normally appealable to the Merit Systems Protection Board (MSPB) unless the action appealed is associated with a whistleblower complaint. An Employee who is alleging a prohibited personnel practice in reprisal for a whistleblower complaint may grieve the action through Article 30 of this Agreement or appeal to the MSPB only after seeking corrective action from the Office of Special Counsel (OSC). The Employee must elect one option or the other. Once that election is made it is irrevocable. If the Employee has fully utilized the OSC and still desires to appeal a disciplinary action to the MSPB, the Employee can obtain applicable MSPB Appeal regulations (5 CFR 1201) and forms from the servicing Human Resources Office (HRO).

## **SECTION 6 INFORMATION REQUESTS**

The Employer agrees to provide the Union, when requested, a listing of disciplinary actions taken against Employees for specified misconduct. Information shall be provided to the Union in the format requested, subject to the Privacy Act and the Statute. Requested information shall be provided within 15 workdays from the date of request receipt. This time frame can be extended upon mutual agreement of the Parties.

## **ARTICLE 29**

### **ADVERSE ACTIONS**

#### **SECTION 1 GENERAL**

For purposes of this Agreement, adverse actions are defined as removals, suspensions for more than 14 days, reductions in grade or pay, and furloughs of 30 days or less. Adverse actions shall be taken for just cause. At a minimum Employees shall be allowed to make a written statement prior to the initiation of any disciplinary action against them. Prior to such discussions the Employer shall inform the Employee that he/she has the right to Union representation and that this right to representation remains in effect throughout the discussion. Furthermore, the Employer shall not act upon adverse actions until the procedures outlined in Section 4 of this Article are followed.

#### **SECTION 2 GUIDELINES**

The Employer shall use the Civilian Personnel Instruction 752 (CPI 752) as a guide for effecting adverse actions. However, this does not preclude the Employer from taking actions outside the scope of the CPI 752 to correct problem behavior or misconduct.

#### **SECTION 3 EMPLOYEE RIGHT TO REPRESENTATION/DOCUMENTATION**

Employees who have received proposed adverse actions are entitled to a personal representative of their choice, who may be a Union Representative, to assist them in responding to the proposed action. The Employer shall provide the Employee and his/her representative with a copy of the proposed action and all related references, enclosures and attachments. The Employer shall also provide the Employee and his/her representatives with a copy of the written decision relative to the proposed action as well as all related references, enclosures and attachments.

#### **SECTION 4 EMPLOYER RESPONSIBILITIES**

a. Effecting adverse actions are the responsibility of the Employer and all adverse actions shall be taken in a timely manner and in accordance with applicable regulations such as CPI 752. Adverse actions become a permanent record in an Employee's Official Personnel Folder (OPF).

- b. All adverse actions under this Article involve a two step process as follows:
- (1) Step 1: Issuance of a Notice of Proposed Adverse Actions. At a minimum, this notice shall contain:
    - (a) Specific reason(s) for the proposed action;
    - (b) a ten (10) calendar day reply period, beginning upon receipt of this notice, to respond orally and/or in writing to furnish information/documentation in support of that response;
    - (c) the right to representation by a Union Representative, an attorney or other representative; and
    - (d) the Employee's statutory right to at least a 30 calendar day grace period upon receipt of this notice before the imposition of any adverse action against the Employee (unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed).
  - (2) Step 2: Issuance of a Notice of Decision on the Proposed Adverse Action. At a minimum, this notice shall contain:
    - (a) a summary of the charge(s) and any reply made by the Employee and/or his/her representative;
    - (b) a review of the charge(s) and any reply made by the Employee and/or his/her representative;
    - (c) the Deciding Official's decision on the matter; and
    - (d) the Employee's grievance and appeal rights.

## **SECTION 5 GRIEVANCES/APPEALS OF ADVERSE ACTIONS**

Employees may grieve adverse actions under Article 30 of this Agreement or they may appeal the matter to the Merit Systems Protection Board but they cannot do both. Once a choice is made and acted upon, it is irrevocable. If Employees desire to appeal an adverse action, they can obtain applicable MSPB Appeal regulations (5 CFR 1201) and forms from the servicing Human Resources Office (HRO).

## **ARTICLE 30**

### **NEGOTIATED GRIEVANCE PROCEDURE**

#### **SECTION 1 GENERAL**

The Union and the Employer recognize the importance of settling grievances promptly, fairly, and in an orderly manner. To accomplish this objective, reasonable effort shall be made to settle grievances at the lowest level possible. The grievance procedure contained within this Article shall be the exclusive procedure available to the Parties and to Employees for resolving grievances.

## **SECTION 2 COVERAGE/EXCEPTIONS**

A grievance means any complaint:

- a. By any Employee concerning any matter relating to the employment of the Employee;
- b. By the Union concerning any matter relating to the employment of any Employee; or
- c. By any Employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation, or a claim of breach of this Agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except that it shall not include to the extent prohibited by law grievances concerning:
  - (1) Any claimed violation relating to prohibited political activities;
  - (2) Retirement, life insurance, or health insurance;
  - (3) A suspension or removal for national security reasons;
  - (4) Any examination, certification or appointment;
  - (5) The classification of any position which does not result in the reduction in grade or pay of an Employee;
  - (6) Documented Letters of Caution and Employee Counseling;
  - (7) Any documents proposing disciplinary or adverse action;
  - (8) Any decision, action or failure to take action by an external command or agency where the Employer has no contractual control over the specific actions taken by the external command (except as defined in Section 6 of this Article).

## **SECTION 3 RIGHT TO GRIEVE OR APPEAL SPECIFIC ACTIONS**

An Employee who has been removed or reduced in grade for unacceptable performance, or who has been subject to an adverse action, may at the Employee's option, appeal the matter to the Merit Systems Protection Board or file a grievance under this procedure, but not both. For the purpose of this section, an Employee shall be deemed to have exercised the right of appeal/grievance by the written submission of such notice.

## **SECTION 4 TYPES OF GRIEVANCES**

There are specific types of grievances. Each of these grievances, and the specific Section/Article in this Agreement where pertinent information on procedures for resolving them can be found, are noted below as follows:

- a. All general grievances (Section 5 of this Article).
- b. Grievances protesting ratings of ineligibility assigned through the Merit Staffing process for non-supervisory positions (Section 6 of this Article).

- c. Grievances disputing the interpretation and/or application of this Agreement (Section 7 of this Article).
- d. Grievances alleging discrimination (Article 26 of this Agreement).

When Employees file grievances under Section 5 of this Article, they may elect not to have the Union represent them. However, in those cases the Union has a right to attend any grievance meeting(s) to represent its interests and the Employer shall notify the Union of its right to be present in such cases. If Employees desire Union representation, they should make their request known to the Union and the Union shall assign a Representative to them. If the Union proceeds with the grievance, the assigned Union Representative shall investigate the grievance, reduce it to writing and assign it a number for tracking purposes.

**NOTE:** It is important to include all relevant issues within the initial written grievance as no new issues can be raised beyond this point.

### **SECTION 5 GENERAL GRIEVANCE PROCEDURE**

Unless otherwise specified, general grievances must be filed within 20 calendar days of the event which gave rise to the grievance, or within 20 calendar days of the date the Employee could reasonably have been expected to be aware of the event which gave rise to the grievance. The following procedures shall be used to resolve general grievances:

- a. **Initial Step.** Within the 20 calendar day timeframe established above, the Employee, or the Union if the Employee is actively represented, shall present the grievance to the Employee's first level supervisor, or to the management official who decided on, or has authority over, the matter giving rise to the grievance. The grievance shall be presented in writing using the form in Appendix D (delivery method shall be in person or by E-mail attachment). Within 10 calendar days, the Employer shall meet with the Employee/Union to discuss the grievance. Within 10 calendar days after the meeting, the Employer shall render a written decision on the grievance to the Employee/Union.
- b. **Intermediate Step(s).** If the grievance is not resolved at the Initial Step and the grievance is not withdrawn, the written grievance shall be submitted within 10 calendar days of receipt of the Initial Step decision to the next higher level management official(s) in the chain of command. Within 10 calendar days, the Employer shall meet with the Employee/Union to discuss the grievance. Within 10 calendar days after the meeting, the Employer shall render a written decision on the grievance to the Employee/Union. This process shall be repeated to the next higher level(s) of management until the grievance is resolved. If no resolution is reached within the Intermediate Step(s) and the grievance is not withdrawn, the grievance shall be submitted to the Commanding Officer for the Final Step.
- c. **Final Step.** Within 15 calendar days of receipt of the final Intermediate Step decision, the written grievance shall be submitted to the Commanding Officer. Within 15 calendar days, the Commanding Officer, or authorized designee, shall meet with the

Employee/Union to discuss the grievance. Within 20 calendar days after the meeting, the Commanding Officer or authorized designee shall render a final written decision on the grievance to the Employee/Union.

**NOTE:** If no satisfactory settlement is reached at the Final Step, the Union may pursue the matter for the Employee by invoking arbitration upon receipt of the Final Step decision. Procedures for invoking arbitration are found in Article 31 of this Agreement.

## **SECTION 6 MERIT PROMOTION GRIEVANCE PROCEDURES**

**NOTE:** The initiation of a grievance under this section shall not delay the recruitment or selection process.

The following procedures apply only to grievances that protest a loss of consideration caused by Human Resource Service Center Southeast (HRSC-SE) errors and/or notices of ineligibility/lack of qualifications associated with the Merit Staffing process for non-supervisory positions of the Employer using the following Steps:

**NOTE:** Employees affected by the conditions above, when applying for supervisory positions, retain the right to grieve under the Administrative Grievance Procedure established under Article I of the Human Resource Office Procedures Manual.

a. **Step 1:** An Employee, or the Union if the Employee is actively represented, shall take up his or her concerns with the HRSC-SE Staffing Specialist who rated the application within 15 calendar days after the Employee's receipt of the notice of rating, or when the Employee could reasonably have been expected to be aware of the event which gave rise to the grievance. The Employee/Union may present the issue(s) verbally by telephone or in writing, including E-mail. The HRSC-SE Staffing Specialist shall respond within 15 calendar days of receipt of the Employee's grievance. The response shall be delivered in the same manner as the grievance was received.

b. **Step 2:** If the grievance was not resolved in Step 1 above, the Employee, or the Union if the Employee is actively represented shall serve HRSC-SE, Code 50, a written grievance within 15 calendar days after receipt of the Step 1 response. The grievance must be signed and dated, state the requested personal relief, and include copies of any documents in the Employee's possession that are relevant to the grievance. Code 50 or his/her authorized designee shall issue a written decision within 15 calendar days after Code 50's receipt of the grievance.

c. **Step 3:** If the grievance was not resolved in Step 2 above, the Employee, or the Union if the Employee is actively represented shall serve the Employer's Commanding Officer a written grievance within 15 calendar days after receipt of the Step 2 response. The grievance must be signed and dated, state the requested personal relief, and include copies of any documents in the Employee's possession that are relevant to the grievance. Within 15 calendar days, the Commanding Officer, or authorized designee, shall meet with the Employee/Union to discuss the grievance. Within 20 calendar days after the meeting, the Commanding Officer or authorized designee shall render a final written decision on the grievance to the Employee/Union.

**NOTE:** If no satisfactory settlement is reached at Step 3, the Union may pursue the matter for the Employee by invoking arbitration upon receipt of the Step 3 decision. Procedures for invoking arbitration are found in Article 31 of this Agreement.

### **SECTION 7 AGREEMENT INTERPRETATION/APPLICATION GRIEVANCES**

The Union or the Employer may initiate a grievance concerning a general dispute over the interpretation and application of this Agreement in accordance with this section. Such grievances shall be filed within 15 calendar days of the incident that gave rise to the matter or within 15 calendar days of the date a Party became aware of the matter. The grievance must be forwarded in writing, to the President of the Union or the Commanding Officer, as appropriate. The grievance must clearly specify the Article(s) and Section(s) of the Agreement which are in contention and the corrective action desired. After receipt of the grievance by the responding Party, representatives of both Parties shall meet to discuss the grievance within 15 calendar days. A written decision shall be rendered no later than 20 calendar days following the conclusion of the meeting. The decision rendered by either the Union or the Employer shall specify that it is the final position concerning the matter. If the grieving Party is not satisfied with the decision rendered, it may elect to submit the matter to arbitration. Failure of the responding Party to answer in a timely fashion shall allow the other to proceed to arbitration without further delay.

### **SECTION 8 GRIEVABILITY/ARBITRABILITY**

Questions of grievability or arbitrability shall be submitted to an arbitrator if either Party desires to pursue the matter.

### **SECTION 9 GRIEVANCE DEADLINES**

With the exception of the 20-calendar day timeframe to initially file a general grievance, all other deadlines may be extended by mutual agreement of the Parties involved in the grievance. Failure of the Employer or HRSC-SE Code 50 to meet the deadlines at any step of the applicable grievance process shall enable the grievant to proceed to the next step in that process. Failure of the Union and/or the Employee to observe the deadlines at any step of an applicable grievance process shall constitute a basis for termination of the grievance by the Employer or HRSC-SE.

## **ARTICLE 31**

### **ARBITRATION**

#### **SECTION 1 GENERAL**

If the Employer and the Union fail to resolve a grievance processed in accordance with the provisions of Article 30, the grieving Party may invoke arbitration by notifying the other Party in writing within 30 calendar days after receipt of the final grievance decision. Prior to invoking arbitration, the grievant and/or his/her representative may request a meeting with the Commanding Officer or authorized designee in a final attempt to resolve the issue(s) and to submit any additional information unavailable at the time of the Commanding Officer's or authorized designee's final decision. The Commanding Officer or authorized designee shall meet with the grievant and/or his/her representative.

**NOTE:** Only the Union or the Employer can invoke arbitration. If an Employee requests arbitration and the Union denies that request, the Employee has the right to take the issue into the Federal Court system utilizing his/her own personal resources/representation.

#### **SECTION 2 SELECTING AN ARBITRATOR**

The Party invoking arbitration shall, within the 30 calendar day timeframe established in Section 1, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Employer and the Union shall contact each other within 21 calendar days of receipt of the requested list to choose an arbitrator. If the choice of an arbitrator cannot be reached by mutual agreement, each Party shall take a turn striking one name from the list until only one name remains. That individual shall be the duly assigned arbitrator. A flip of the coin shall determine which Party first strikes a name off the list. If either Party chooses not to participate in the striking process, the other Party's selection shall be the duly assigned arbitrator.

#### **SECTION 3 FEES AND EXPENSES**

Management shall furnish any necessary meeting areas. Origination fees paid to the FMCS shall be borne by the requesting Party. The arbitrator's fee and expenses, along with any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings, shall be borne by the losing Party. Expenses for services not mutually agreed upon by the Parties shall be borne by the Party initiating the use of such services. In cases of split decisions, the arbitrator's fee and expenses as well as all mutually agreed upon services shall be borne equally by the Parties.

**SECTION 4 TIME SPENT ON ARBITRATION**

The arbitration proceedings shall normally be held during the regular day shift hours of the basic workweek. Employees who are required by either Party or the arbitrator to participate in the proceeding shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave.

**SECTION 5 TIMELINESS OF THE ARBITRATOR'S DECISION**

The arbitrator shall render a written decision to the Employer and the Union no later than 30 calendar days after the conclusion of the proceeding or closing of the record unless the Parties agree to other timeframes.

**SECTION 6 EXCEPTIONS TO THE ARBITRATOR'S DECISION**

The award of the arbitrator shall be binding except that either Party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) in accordance with established law and regulations.

**SECTION 7 ADHERING TO THE AGREEMENT, LAW AND REGULATION**

In arbitrating a grievance, the arbitrator shall not add to, subtract from, or modify the terms of this Agreement. Furthermore, the arbitrator shall not render a decision that is in conflict with law or applicable regulations.

**SECTION 8 EXPEDITING THE ARBITRATION PROCESS**

a. Within 15 calendar days prior to the scheduled date of an arbitration hearing, representatives of the Employer and the Union shall meet at a pre-arbitration conference to consider means to expedite the arbitration process. To accomplish that task, the Employer and Union shall jointly reduce the issue(s) to writing, stipulate to facts not in dispute, authenticate proposed exhibits, and exchange lists of anticipated witnesses and a summary of their expected testimony during the arbitration hearing. The advocates for each Party shall also discuss the process for interviewing proposed witnesses.

b. After the pre-arbitration conference, any interviews with the opposing Party's identified witnesses shall only be conducted by the advocates from both Parties. Neither Party shall coerce, restrain, retaliate nor interfere with any witness involved in the Arbitration process.

**ARTICLE 32**

**AWARDS PROGRAM**

**SECTION 1 GENERAL**

The Union and Management shall use NADEPJAXINST 12451.2 Awards Instruction. The Employer issues Performance Awards on the basis of merit, and within applicable

budget limitations, to individuals or groups. Beginning 1 October 2002, and at the beginning of the fiscal year thereafter, the Employer shall provide the Union with the awards budget established for each cost center (i.e., Division or equivalent) where Employees are permanently assigned.

### **SECTION 2 RECOMMENDATIONS FOR AND RECEIPT OF AWARDS**

The Employer shall consider Employee suggestions and recommendations regarding the issuance of awards to others. Employees, including groups of Employees, shall receive cash awards in accordance with applicable awards program instructions and procedures.

### **SECTION 3 UNION PRESENCE AT AWARDS BOARD MEETINGS**

The Employer shall provide the Union with the opportunity to have a Union-designated observer in attendance at any awards board meeting where an Employee is being considered for an award. The Employer shall provide the Union with adequate notice of such awards board meetings (i.e., date, time, location, agenda, etc.).

### **SECTION 4 REVIEW OF THE AWARDS PROGRAM**

Recognizing the importance of an effective awards program, the Parties shall meet as necessary to discuss the operation of this program. The Parties shall share views on the goals, accomplishments and problems associated with the operation of the program, and negotiate as appropriate on ways to improve the program.

### **SECTION 5 SEPARATION OF PERFORMANCE AND CONDUCT ISSUES**

The fact that an Employee is or has been the subject of a conduct investigation or disciplinary/adverse action during the rating period shall not preclude a performance award that would otherwise have been granted.

### **SECTION 6 RELEASE OF AWARDS INFORMATION**

a. During a fiscal year, the Employer shall provide the Union, upon request, with information regarding monetary awards granted to Employees in that fiscal year. The request shall be no less than quarterly but may be on a semi-annual or annual basis if so desired by the Union. This data shall not contain names but it shall be sorted by shop/code for level of management requested and include the number of awards and the amount of each award.

b. If and when the Union at its discretion determines additional awards information is needed, then the Union can request the data either under the labor management statute or the Freedom of Information Act or both if necessary. Upon receipt of the request, the Employer shall expedite supplying the requested information in accordance with controlling rules, laws and regulations.

**ARTICLE 33**

**REDUCED OPERATIONS OR SHUTDOWN**

**SECTION 1 GENERAL**

The provisions contained in this Article pertain only to management planned reduced operations or a shutdown which may be imposed by the Employer (e.g., a Holiday season or other extenuating circumstances). Implementation of such reduced operations or shutdowns shall be in compliance with applicable law, rule, and regulations.

**SECTION 2 NOTIFICATION AND IMPLEMENTATION**

The Employer shall advise Employees concerning periods of reduced operations or shutdowns not less than 90 calendar days prior to the planned action. When the Employer determines that certain skills and numbers of Employees are required during the reduced operations or shutdown, the following methods shall be used to determine which Employees are selected to do that work:

a. The Employees who desire to work must notify the Employer in writing of that intention 60 calendar days prior to the beginning of the period of shutdown or reduced operations. As soon as possible thereafter, the Employer should make every attempt to inform those Employees who desire to work of the skills/abilities and staffing levels required during the period of shutdown or reduced operations. The Employer shall determine which Employees are qualified to perform any required work assignments. Such determinations shall be made in a fair and equitable manner using the following criteria:

- (1) possession of the skills required to perform the work; and
- (2) where applicable, possession of the grade level required to do the work; and
- (3) where applicable, possession of the correct job series to perform the work; and
- (4) where applicable, possession of any special certification or stamps required to perform the work.

b. If there are more Employees that desire to work than there is work available, work assignments shall be provided to qualified Employees. First consideration shall be given to qualified Employees who have insufficient leave to cover the period of reduced operations or shutdown and who would have to place themselves in a Leave Without Pay (LWOP) status. All other qualified Employees shall be selected on the basis of leave service computation dates (LSCD) i.e., a qualified Employee with the greatest seniority shall be provided the available work in lieu of a qualified Employee with lesser seniority.

c. Work requirements that cannot be accomplished by the number of volunteer Employees shall be assigned to a qualified Employee with the latest LSCD before a qualified Employee with an earlier LSCD.

d. When no work exists for Employees who want to work, the Employee shall request and be granted annual leave, LWOP, or a combination thereof in sufficient quantity, to cover the entire period of reduced operations or shutdown.

## **ARTICLE 34**

### **DURATION, CHANGES AND EFFECTIVE DATE**

#### **SECTION 1 GENERAL**

This Agreement, as executed by the Union and the Employer, shall remain in full force and effect for a period of three (3) years from the date the Department of Defense approves it. In the event either Party desires to renegotiate this Agreement, the Party so desiring shall notify the other Party in writing no more than 90 calendar days and no less than 60 calendar days prior to the Agreement's termination date. If either Party provides notice to renegotiate this Agreement, the Parties agree to commence negotiations, including ground rules, within 30 workdays after receipt of this notice, unless otherwise mutually agreed by the parties. Once negotiations commence, the Parties agree to utilize at least 20 hours per week for negotiation purposes until agreement or impasse is reached, unless other arrangements are mutually agreed upon. If neither Party has requested negotiation by the sixtieth day prior to its termination date, the provisions of the Agreement, if in conformance with current law and regulations, shall be automatically renewed for another two (2) year period, subject to approval by the Department of Defense.

#### **SECTION 2 AMENDMENTS OR CHANGES**

The Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only under either of the following:

- a. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such event, the Parties shall meet for the purpose of negotiating on new language that shall meet the requirements of such laws or Executive Orders. Such amendment(s) as agreed to shall be duly executed by the Parties and become effective on the date approved by the Department of Defense.
- b. The Agreement may be opened for amendment(s) by the mutual consent of both Parties. Requests for such amendment(s) by either Party must be written and must include a summary of the amendment(s) proposed. The Parties shall meet within 15 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the Parties agree that opening the Agreement is warranted to any such matter(s), they shall proceed to negotiate on those amendments. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the Parties. Such amendment(s) as agreed to shall be duly executed by the Parties.

## **ARTICLE 35**

### **CONTRACTING OUT WORK**

#### **SECTION 1 NOTIFICATION**

The Union shall be notified by the Employer when the Employer is notified by CNO that a cost comparison for possible contracting out of work normally performed by current Employees is authorized. The notification shall normally be given at least 60 days prior to advertisements of bids for a contract or prior to negotiating with a prospective contractor when a sole source award is contemplated. A copy of the solicitation package shall be provided to the Union at the time the Employer publishes the solicitation through the Contracting Office. This applies to new contracts or modifications to existing contracts which are beyond the scope of the original contract and require re-solicitation.

#### **SECTION 2 RELEASE OF INFORMATION**

The Employer shall provide the Union with a copy of any public-releasable feasibility studies for contracting out Employees' work. The Employer shall not be required to release sensitive intra-agency communications or internal management recommendations regarding contracting out.

#### **SECTION 3 CONSULTATION**

The Employer shall consult with the Union concerning any work changes or contracting out of work that will adversely affect Employees in the Unit, and shall give due consideration to the Union's views on such matters.

#### **SECTION 4 CONTRACTOR INFORMATION**

Upon awarding of a contract for work normally performed by Employees, the Employer shall provide the Union the following information: Contractor's name, type of work, dollar amount of contract, and a copy of the contract documents considered within the public domain.

#### **SECTION 5 CA SITE VISITS**

The Employer shall notify the Union of site visits by bidders on any commercial activities (CA) function involving Employees so that the Union may send a Representative as an observer who shall not be permitted to interfere with or, in any way, participate in the process.

#### **SECTION 6 BID OPENINGS**

The Employer shall notify the Union of public bid opening on any CA function involving Employees so that the Union may send a Representative to observe a public bid opening.

**SECTION 7 RIF IMPLICATIONS**

In the event that the award of a CA contract results in the loss of bargaining unit positions and the Employer decides to conduct a reduction in force (RIF), the Employer agrees to comply with applicable rules, laws, and regulations (Article 18 refers).

**SECTION 8 COMPLIANCE**

The Employer acknowledges the importance of complying with the provisions of this Article, including appropriate consultation sessions, before the contract is awarded.

**SECTION 9 NOTICE OF CONTRACTOR ON-SITE ARRIVAL**

The Employer agrees to inform the Union when contractor employees will be brought into Employee work areas.

**SECTION 10 NEGOTIATION OF ADVERSE IMPACT**

Upon request of the Union, the Employer agrees to negotiate, to the extent required or permissible by law, when proposed plans to contract out work have an adverse impact on Employees.

- a. If use of contractor employees adversely affects Employees, the Employer agrees to negotiate Impact and Implementation of such use.

**REQUEST FOR OFFICIAL TIME**

THE UNDERSIGNED EMPLOYEE IS REQUESTING OFFICIAL TIME TO CONDUCT APPROPRIATE ASSOCIATION BUSINESS

Date of Request \_\_\_\_\_

Destination	Estimated Time	Time Left	Time Returned
-------------	----------------	-----------	---------------

- a. Preparing for and participating in meetings with the Employer to discuss and/or negotiate new or changes in policies, practices or conditions of employment.
- b. Investigation, preparing, participating in, and presenting grievance(s).
- c. Representing and performing an investigation on behalf of an Employee, after notice of meetings to receive proposed disciplinary actions, during the disciplinary action meetings or any other actions or examinations for which the Employee believes he/she will be disciplined by the Employer, if requested by the Employee
- d. Negotiating, administering and preparing proposals for Collective Bargaining Agreement negotiations.
- e. Preparing for and participating in third party proceedings (e.g., mediation, impasse, arbitration, petitioning, FLRA and MSPB cases).
- f. Attending and participating in orientation sessions for new Bargaining Unit Employees.
- g. Performing activities authorized by the Federal Service Labor Management Relations statute.
- h. Participating on Selection Advisory Boards (SAB).
- i. Participate in Official Wage Surveys as designated Union Representative.
- j. Substituting for the full time representative when that representative is absent from duty or otherwise precluded from performing representational functions for a period of on or more full workdays.

Representative's Signature:

Date:

\_\_\_\_\_Approved

\_\_\_\_\_Disapproved

Distribution when completed:

Original to supervisor

Copy to Association Representative



**EMPLOYEE ABSENCES FOR COURT OR COURT-RELATED SERVICES**

Nature of Service	Type of Absence			Fees		Government Travel Expenses		
	Court Leave	Official Duty	Annual Leave or LWOP	No	Yes		No	Yes*
					Retain	Turn in to Agency		
<b>1. <u>JURY SERVICE</u></b>								
(A) U. S. or D. C. court	X			X			X	
B) State or local court	X					X	X	
<b>2. <u>WITNESS SERVICE</u></b>								
(A) On behalf of U. S. or D. C. government		X		X				X
(B) <u>On behalf of State or local Government</u>								
(1) in official capacity		X				X		X
(2) not in official capacity	X					X	X	

<p>(C) <u>On behalf of private party in official capacity not in official capacity</u></p>								
	(a) when a party is U.S., D.C., or State or local government	X				X		X
	(b) when a party is not U.S., D.C., or State or local government							
		X				X	X	
			X		X		X	

\* Offset to the extent paid by the court, authority, or party which caused the employee to be summoned.



**INITIAL STEP DECISION**

NAME OF APPROPRIATE DIVISION DEPARTMENT HEAD		
DATE ___ MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ON THE REVERSE SIDE. MY DECISION AS FOLLOWS:		
ADDITIONAL INFORMATION:    IS            IS NOT    ATTACHED		
DATE COPY FURNISHED TO UNION	DEPARTMENT HEAD SIGNATURE	DATE

**GRIEVANCE SUBMISSION – INTERMEDIATE STEP(S)**

FROM: (Employee's name and ID No.)		DEPARTMENT
TO: (Appropriate Division/Department Head)		DATE RECEIVED AND BY WHOM (Signature)
DATE OF INITIAL STEP DECISION	NAME OF SUPERVISOR AT INITIAL STEP	SIGNATURE OF GRIEVANT AND DATE
ARTICLES AND SECTION (5) OF THE AGREEMENT AND/OR SPECIFIC PROVISIONS OF LAW, RULE OR REGULATION WHICH WERE VIOLATED, MISINTERPRETED OR MISAPPLIED		

FROM: (Employee's name and ID No.)	DEPARTMENT
FACTS SURROUNDING MY GRIEVANCE ARE AS FOLLOWS (Who, What, When, Where, How)	
ADDITIONAL INFORMATION: <input type="checkbox"/> IS <input type="checkbox"/> IS NOT ATTACHED	
SIGNATURE OF CHIEF STEWARD OR EMPLOYEE	DATE

**INTERMEDIATE STEP DECISION**

NAME OF APPROPRIATE DIVISION DEPARTMENT HEAD		
DATE _____ MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ON THE REVERSE SIDE. MY DECISION AS FOLLOWS:		
ADDITIONAL INFORMATION: <input type="checkbox"/> IS <input type="checkbox"/> IS NOT ATTACHED		
DATE COPY FURNISHED TO UNION	DEPARTMENT HEAD SIGNATURE	DATE

