

# **Collective Bargaining Agreement**

*between*

## **Commander Navy Region Southwest**



**and**

## **American Federation of Government Employees Local 1399 and 3723**



**Approved by Secretary of Defense 25 September 2001**



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## **PREAMBLE**

This AGREEMENT is made by and between the COMMANDER, NAVY REGION SOUTHWEST, hereinafter referred to as the "Employer" and INTERDEPARTMENTAL LOCALS 1399 and 3723, AMERICAN FEDERATION OF GOVERNMENT Employees, herein after referred to as the "Union", and collectively referred to as the "Parties".

It is the intent and purpose of the Parties by this Agreement to promote and improve the effectiveness of the Employer, as well as the Federal Service, to safeguard the public interest, protect the rights of Employees, and to encourage and facilitate amicable settlement of disputes involving conditions of employment within the meaning of Chapter 71 of Title 5 of the United States Code, hereinafter referred to as the Federal Labor Management Relations Statute or FLMRS.

Through this agreement, the Parties intend to maintain a safe, healthy, and quality workplace by fostering an atmosphere where people are treated fairly and equitably, with mutual respect for one another. The Parties further agree that offensive remarks will not be tolerated. We will work together to fulfill the promise and accomplish the mission of the Employer.

Now, therefore, the Parties further agree as follows,

### ***1. RECOGNITION AND UNIT DEFINITION***

**Section 1.** The Employer recognizes the Union as the exclusive representative for all general schedule and wage system Employees employed by the Employer, excluding all professional Employees, management officials, Employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and Employees in existing recognized or certified bargaining units. As used hereinafter, "Employee" is defined as a member of the certified bargaining unit as described in this article.

### ***2. PROVISIONS OF LAW AND REGULATION***

**Section 1.** In the administration of all matters covered by this Agreement, the Parties and Unit Employees are governed by existing or future laws of appropriate authorities, including policies and regulations in existence at the time this agreement was approved.

**Section 2.** In the event that any provision of this Agreement shall be or become inoperative by reason of any applicable law, it shall be superseded by such law only while such law is in force and the remaining provisions of the Agreement shall not be affected thereby.

**Section 3.** Regulations becoming effective after the effective date of this Agreement shall be binding upon the parties and Employees only to the extent the terms of such regulations are not in conflict with the provisions of this Agreement. In the event of any conflict between the terms of this Agreement and any regulation, policy letter, manual etc., regardless of date of issuance, the terms of this Agreement will govern, unless and until such time as the parties negotiate and resolve such conflicts. Refer to Article 9, Section 1 for notification requirements.

**Section 4.** Should any part of this Agreement or any provision or provisions contained herein be rendered or declared invalid for any reason, such invalidation of such provision or provisions of this Agreement shall not invalidate those unaffected parts or provisions contained in this Agreement and they shall remain in full force and effect.

**Section 5.** The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

### **3. EMPLOYER RIGHTS**

**Section 1.** Subject to Section 2 of this Article, supervisors and management officials of the Employer retain the right:

- a. to determine the mission, budget, organization, number of Employees, and internal security practices of the Activity;
- b. to hire, assign, layoff, and retain Employees in the Activity or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
- c. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Activity operations shall be conducted;
- d. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and
- e. to take whatever action that may be necessary to carry out the Agency/Activity mission during emergencies.

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

- a. 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, or on the technology, methods, and means of performing work.
- b. procedures which management officials of the Agency will observe in exercising any authority under Section 1 of this Article; or
- c. appropriate arrangements for Employees adversely affected by the exercise of any authority under Section 1 of this Article by such management officials.

### **4. UNION RIGHTS**

**Section 1.** The Union is entitled to act for and negotiate agreements covering all Employees in the Unit. The Union shall be responsible for representing the interests of all Unit Employees without discrimination and without regard to labor organization membership.

**Section 2. Formal Meetings.** The Union shall be given the opportunity to be represented at any formal discussion between management and one or more Employees in the Unit or their representatives concerning any grievance, or any Employees in the Unit or their representatives concerning any grievance, or any personnel policy or practice or other general condition of employment. The Union will receive reasonable advance notice of any such meetings. The Union will be provided copies of any documents which will be supplied to employees as far in advance as possible. Upon concurrence with Employer, the Union will be afforded the opportunity to have a brief private discussion with all affected unit Employees, subsequent to the Formal Meeting.

**Section 3. Investigatory Meetings.** The Union shall be given the opportunity to be represented at any examination of a Unit Employee by a representative of the Agency in connection with an investigation if: (i) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and (ii) the Employee requests such representation.

### **5. EMPLOYEE RIGHTS**

**Section 1.** Each Employee in the Unit shall have the right to form, join and/or assist the Union 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. Such rights extend to:

a. acting for the Union in the capacity of a representative and the right in that capacity, to present the views of the Union to representatives of the Employer, the Agency, and other officials of the executive branch of the Government, the Congress or other appropriate authorities

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

**Section 2.** An Employee shall not participate in the management of the Union or act as a representative of the Union when such activity would result in a conflict of interest.

**Section 3.** The Employer agrees that participation in any worthy programs (i.e., Combined Federal Campaign, Bond Drives, Blood Donor Drives, etc.) will be on a voluntary basis. Contributions for gifts for fellow Employees will be strictly voluntary.

**Section 4.** An Employee has the right to communicate with the appropriate member of the following offices concerning individual personnel matters: (a) the servicing Human Resources Site Office; (b) the Dispute Resolution Center; (c) a Supervisor or Management Official of a higher rank than the Employee's immediate supervisor; (d) the Occupational Safety Office; and (e) Civilian Employee Assistance Program Counselor. Employees are encouraged to initiate questions or concerns with first-line supervisors and follow the chain of command. Employees must receive advance permission to leave the work area if it is necessary to personally visit an office, subject to workload.

**Section 5.** All new bargaining unit Employees will be informed by the Employer that the Union is the exclusive representative of Unit Employees of the Employer and each new Employee shall receive a copy of this Agreement from the Employer.

**Section 6.** An employee has the right to request union representation or can represent him/herself anytime there is reason to believe an examination of that employee may result in disciplinary action against them.

**Section 7.** Review of Official Personnel Folder (OPF). An Employee or a representative of the Employee who has been authorized in writing by the Employee, may review the contents of his/her OPF within a reasonable period of time after the request, normally within five (5) workdays.

## ***6. LABOR MANAGEMENT RELATIONS***

**Section 1.** This agreement has been made in the spirit of problem resolution and reflects mutual cooperation in labor-management relations. It is the intent of the Parties that labor management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. To that end, the Parties will make every effort to expeditiously bring such problems or disputes to the attention of the other. If resolution is not possible, conflicts will be resolved as per this Agreement or any other means available to the Parties.

**Section 2.** To facilitate the processes of information sharing and discussion of general matters of concern to either party, a Labor-Management Relations Council is hereby established.

**Section 3.** The Council will be composed of two members, one representing the Union and the other representing the Employer. Either party may have one additional representative. Each party will keep the other informed of its current members.

**Section 4.** Meetings will be conducted on the first Monday of the first week of every calendar year quarter. Agenda items will be submitted by each party to the other at least five (5) work days in advance of a scheduled meeting. Additional meetings may be held at other times, at the request of either one of the parties at a mutually agreeable time and place.

**Section 5.** Information or matters of concern to a group of bargaining unit Employees, the Union, and/or the Employer will be appropriate topics of discussion. Normally individual, personal grievances would not be discussed. Matters appropriate for negotiation may be discussed or may be raised in a separate negotiation meeting.

**Section 6.** Should either party believe that the other party has committed an unfair labor practice as defined in the FLMRS, that party shall serve written (hardcopy, fax, or e-mail) notice of the alleged violation of the Act upon the other party. For the Employer the receiving official shall be the Naval Station Human Resources Site Director; for the Union the receiving official will be the Local President. The party so served shall have five (5) work days from receipt of service to investigate the matter and meet with the other party in attempt to informally resolve the allegation. If the matter is not resolved after the expiration of such five (5) day period, the charging party may proceed to the Federal Labor Relations Authority. The five (5) day time limit may be extended upon mutual agreement of both parties. The parties may mutually agree to utilize ADR procedures to resolve alleged ULP's.

**Section 7.** Issues or disputes not resolved in Council meetings will not preclude either party from seeking remedial action through other appropriate procedures.

## ***7. UNION REPRESENTATION AND OFFICIAL TIME***

**Section 1.** It is agreed that the Union may designate one (1) Chief Executive Officer, one (1) Chief Steward, and a reasonable number of Area Stewards (hereinafter collectively referred to as Union representatives), so that Unit Employees will have reasonable access to a Union representative. The number of Area Stewards will be determined by the number of bargaining unit Employees at a major Employer site; specifically one steward per each 100 Unit members or major portion thereof. The Chief Executive Officer and Chief Steward do not count against the number of Area Stewards

**Section 2.** The Employer will recognize AFGE Union officials as authorized representatives of the bargaining unit, in accordance with **Section 1**. Changes in union representatives will be communicated to the servicing Human Resource Site Office as they occur by name, telephone extension, organizational code, and the assigned immediate supervisor.

**Section 3.** Reasonable and necessary official time for representational functions performed by Union officers and stewards will be authorized to:

a. Investigate, process, and present a grievance to the Employer or an arbitrator. This includes such time expended as the authorized representative of a bargaining unit Employee in discrimination complaints, Merit Systems Protection Board appeals, Federal Labor Relations Authority processes, and any alternative dispute resolution processes that may be utilized in lieu of, or in addition to, any of these forums;

b. Participate on any team, committee, or study group as may be authorized by this agreement or as may be otherwise agreed to by the parties;

c. Review and respond to memoranda, letters, and requests from the Employer, as well as proposed new instructions manuals, notices, etc., which affect personnel policies, practices or working conditions;

d. Meet and confer with Employer representatives on Employer-initiated changes to matters and subject to negotiation under Sections 7106(b)(2) and (3) of the FLMRS, and preparation therefor;

e. Attend formal discussions and examinations described in Section 7114(a) of the FLMRS;

- f. Attend other scheduled meetings with Employer representatives;
- g. Participate in any Labor-Management processes as may be required by order or regulations of the Federal Labor Relations Authority;
- h. Attendance at meetings in the capacity of an observer where bargaining unit employees have elected to pursue a grievance or settlement agreement without union representation, to include EEO settlements;
- i. Visiting local offices, phoning or writing to elected representatives in support of desired legislation which would impact working conditions and/or personnel policies affecting bargaining unit employees; and
- j. A bargaining unit member, upon request, may be authorized official time for technical representation in third party hearings.

**Section 4.** A unit Employee will be granted Official Time to:

- a. Discuss matters of concern with a Union Representative;
- b. Present his/her grievance to the Employer;
- c. Serve as a witness in an arbitration hearing;
- d. Provide information/serve as a witness as required by order and/or regulation of the

Federal Labor Relations Authority.

**Section 5.** A Union Representative or Employee entitled to official time under this Agreement shall notify his/her supervisor and obtain approval prior to leaving the work area for the purpose of conducting Union business. He/She shall inform the supervisor of the general nature of business (e. g. grievance meeting, meeting with Employees, etc.), his/her destination, and the expected time of return to work. If contact with another Employee is necessary, that Employee's supervisor must approve official time, in advance. Release of a Union Representative or other Employee from work for Union representational duties will be granted absent immediate and/or compelling workload requirements, in which case he/she will be informed of the approximate time release will be granted. Both a Union Representative and an Employee will notify their respective supervisors when they return to work.

**Section 6. Recordation of Official Time.** Union officials and stewards will utilize the SF-71 Form for recordation of Official Time used for representational purposes. Noted on the form will be the anticipated duration necessary for representational purposes, a brief description of the representational duties to be performed, e.g., to investigate a grievance, to attend a grievance meeting, etc.

**Section 7.** Official or duty time will NOT be utilized by union representatives for the solicitation of membership, maintenance of dues deductions, or other internal business.

**Section 8.** The Union shall provide the Employer in writing, and maintain with the Employer on a current basis, a complete list of elected Officials, the Chief Executive Officer, the Chief Steward, the Stewards, and the individual(s) designated for team, study, or committee participation as specifically authorized by this Agreement.

**Section 9.** The employer agrees that official time normally not to exceed 160 hours per year may be administratively authorized for Unit representatives to attend training approved by the Employer which is designed to advise representatives on matters within the scope of the FLMRS, which are of mutual benefit to the Employer and the Union. Request for such time to attend training shall be submitted with an agenda which includes the actual hours that training will be conducted. No travel or per diem expenses for such training will be paid by the Employer.

## **8. UNION FACILITIES AND SERVICES**

**Section 1. Office Space.** The employer will provide office space for exclusive use by AFGE Interdepartmental Locals 1399 and 3723. The Employer will provide the Union, upon request, the use of surplus office furniture and equipment owned by the Agency that is designated for reutilization or salvage and otherwise releasable for use in the Union office. At least four designated parking spaces will be provided in close proximity to the union office. Routine cleaning services, as normally provided other surrounding office spaces, will be provided to the Union office space.

**Section 2. Office Utilization.** The Union office will not be utilized for the conduct of internal Union business during the duty hours of the Employees involved. Further, the office is subject to the same rules and regulations as all other Employer occupied buildings. Except in emergency, it is agreed that a Union Official will be present during any type of Employer access.

### **Section 3. Communications.**

a. Telephones. The Employer will provide free of charge to the Union, base and local (non-toll) telephone service. Any upgrades of the level of service will be borne by the Union. The Union Office telephone number(s) will be listed in the Agency's telephone directory(ies) under AFGE Local 1399/3723. Representatives of the Union and bargaining unit Employees are authorized to use the Employer's telephones to make calls necessary in conducting official and authorized representational duties, subject to any limitations as set forth elsewhere in this Agreement.

b. E-mail. The Union shall be provided access and use of CNRSW e-mail, through a computer system provided by the Employer. E-mail communication between the union and the Employer will be regarded as the equivalent of use of hard copy documents. To this end, confirmation of receipt of an e-mail document is required by both parties. The parties mutually agree to this provision on a six (6) month trial basis.

c. Bulletin Boards. The employer agrees to provide bulletin board space, at locations mutually agreeable to the Employer and the Union, for the sole use of the Union for posting and/or displaying Union literature, correspondence, notices, and other information of interest to Unit Employees. Posted material shall not violate any law or compromise security of the activity. All such material shall indicate that it was issued by the Union, and the Union shall be solely responsible for material placed on boards by appropriate Union officials.

**Section 4.** The Employer agrees to allow Employees and Unit representatives access to copies of pertinent laws, rules, regulations, policies, and instructions. It is noted that most, if not all, of these materials are available on the Internet, free of charge. Local instructions, in particular, are available on the Commander, Navy Region Southwest web site. The Employer may not maintain hard copies of many of these materials, and a search of Internet resources is encouraged prior to seeking hardcopy information from the Employer. A reasonable amount of Government time and equipment may be expended in Internet research, so long as it is related to a matter affecting conditions of employment of one or more bargaining unit Employees, or is related to a complaint, appeal, or grievance for which official time would be granted.

**Section 5.** Subject to security requirements, National Representatives and local officers of the Union shall be permitted upon Employer and Agency installations and facilities. It is understood that the Union will give advance notice to the Employer prior to such visit and comply with any installation security requirements. Such representatives shall not interfere with the work of Employees of the installation during duty hours.

**Section 6.** The Employer agrees to provide free unreserved parking for Unit Employees to the extent permitted by available parking facilities at an Employer's installation. The union will

be provided notice of proposed temporary or permanent changes to installation parking facilities in accordance with the provisions of Article 9, Section 1 below. The Employer may designate certain spaces for particular purposes, i.e., handicap spaces, Employee of the quarter, etc. without prior notice to the Union, if the availability of unreserved parking spaces is not significantly affected.

**Section 7.** The Employer agrees to permit Employee representatives of the Union to distribute literature. Such distribution may occur only during non-duty hours of the Employees involved in the distribution and in receipt of literature. Management will be provided notice and a copy of the literature, in advance of any desk drop. Such notice will be provided to Naval Station Human Resource Office Site Director.

**Section 8.** Upon reasonable advance request by the Union, the Employer will provide meeting Space, if available, in areas occupied by the Employer, for meetings during non-duty hours. Employees attending such meetings will do so only during non-duty hours or while they are in a leave status.

## ***9. NOTICES AND NEGOTIATION***

**Section 1. Changes to Conditions of Employment.** The Employer agrees to give timely notice to the Union of proposed management changes that would affect the Union and/or Employees relating to conditions of employment. Such changes could be new regulations, instructions, policies, or procedures. Notice will be given to the Union as soon as practicable, ideally so as to allow the Union pre-decisional involvement. In any event, the Union will be given a minimum ten (10) workdays advance notice of the change, within which it may make comment on the proposed change, obtain further information, and/or request negotiations on the substance and/or impact and implementation of the change, as appropriate. Where negotiations are timely requested on proposed changes, such changes will not normally be effected until such time as the negotiation process is complete.

a. Negotiation teams will normally be composed of an equal number of representatives present on official time.

b. Where negotiations are required, the meeting normally takes place in the Employer's facility. Negotiations will be normally conducted during the regular administrative workday of the office where negotiations are taking place. The Employer shall make shift adjustments for Union representatives, as necessary, to accommodate the bargaining process.

c. The duties of the parties to negotiate in good faith shall include the obligation to approach the negotiations with sincere resolve to reach agreement; to be represented by duly authorized representatives who have authority and are prepared to discuss and negotiate on the subjects authorized; and to meet at reasonable times as frequently as necessary to avoid unnecessary delay.

**Section 2. Strategic Sourcing.** The parties understand that the Employer is continually striving to be as effective and efficient as possible in accomplishing its mission. To that end, there will arise situations in which the Employer must engage in strategic sourcing studies to determine the best alternatives to mission accomplishment. These may be Commercial Activity studies, Functionality Assessments, or other studies leading to such decisions. The Employer commits to informing the Union of the initiation of any strategic sourcing study affecting bargaining unit positions, identifying the Programs to be studied and the Employees potentially involved. The Employer further commits to requesting Union participation in such studies to the

maximum possible extent. The Employer commits at all times to timely providing the Union and Employees with all releasable information concerning a study and its outcomes.

**Section 3. Other Information.** The Union has a right under Section 7114(b)(4) of the FLMRS to request certain data from the Employer in furtherance of the Union's obligation to fairly represent its bargaining unit members. In the event the Union desires information which it believes to be in the possession and control of the Employer, it shall submit its request to the Site Director, Naval Station Human Resources Office. Such request shall identify as specifically as possible the data sought and the particularized need for such data. The request may be submitted via hardcopy correspondence, fax, or e-mail. The Employer will respond to the request within ten (10) workdays.

**Section 4. Wage Surveys/Inspections.** The Employer agrees to notify the Union promptly whenever notice is received of forthcoming wage surveys, Navy, Office of Personnel Management periodic or special inspections covering matters within the purview of this Agreement. Notification does not necessarily entitle the Union to participate in the inspection.

**Section 5. Employee Surveys.** The Union and the Employer agree that in furtherance of the Employer being a model Employer, it will be necessary to periodically survey Employees. The Employer agrees to provide the Union with an advance copy of any such survey, as well as the results of the survey. The Union may suggest changes to survey questions and is encouraged to make comments and suggestions on the survey results.

**Section 6. Investigatory Meeting Notices.** The Employer will annually inform all Employees in writing of their rights to Union representation in investigatory interviews per Article 4, Section 3.

**Section 7. Notification of Employee Illness, Injury or Death.** The Employer agrees that as soon as practicable, and within five (5) workdays after receipt of notification, the Union will be advised of serious illness, injury or death of an Employee so that the Union may extend benefits to which the Employee or his family may be entitled.

**Section 8. Bargaining Unit Employee List.** At least once per year, the Employer will provide a list of all bargaining unit Employees to the Union. Such list will include: name, grade, position, organizational code, and duty location.

**Section 9. Accessions/Separations List.** Each month, the Employer will provide the Union with a list of bargaining unit separations and accessions.

**Section 10. Privacy.** The Union and Employer commit to safeguarding the privacy of individuals about whom information may be maintained and/or communicated to the other. To that end, the parties agree that provision of information subject to the Privacy Act will be held closely and released only in a manner and for such purpose as may be permitted under the Privacy Act and other applicable laws and regulations.

## ***10. POSITION DESCRIPTION AND CLASSIFICATION***

**Section 1.** The position description is a written record of the basic duties and responsibilities, physical requirements and supervisory relationships assigned to a position and comprises the work assigned to an Employee. The position description shall clearly state the work to be performed. The position description does not describe every duty the Employee will be expected to perform; it merely describes the major duties and responsibilities. Minor duties may be omitted from the position description or covered by a brief statement showing that minor duties may be performed.

**Section 2.** It is the obligation of the Employer to periodically review position descriptions to ensure they reflect the currently assigned duties of the Employee and that significant changes in duties and responsibilities are reflected in the position description.

**Section 3.** An Employee will be provided a copy of the position description upon reporting for duty in the position, and when changes are made in the position description.

**Section 4.** An Employee may initiate a request for a position review by bringing to the attention of the immediate supervisor, in writing, significant aspects of duty assignments believed not to be covered by the official position description or significant aspects of the position description not being performed. If the supervisor agrees that material differences exist, arrangements will be made for preparing a new position description. If no agreement can be reached, the Employee has a right to file a grievance over the appropriate content of the position description. The actual series or grade level classification of a position is not grievable, but must be pursued through the classification appeal process.

a. An Employee with an accurate position description has the right to appeal the series or grade level of the position in accordance with appropriate regulations.

b. An Employee may personally file a classification appeal or designate, in writing, a representative to process the appeal. Two (2) or more employees may appeal jointly if they occupy identical positions and agree on the basis of the appeal.

c. An employee who has filed a classification appeal may request Union representation at any desk audit or meeting with any management representative concerning the appeal.

d. Where the classification of a position results in the reduction in grade or pay of an Employee, at the Employee's option, the Employee may appeal through the negotiated grievance procedure or to the Merit Systems Protection Board, but not both.

**Section 5.** The Employer will notify the Union prior to initiating classification of bargaining unit positions, whenever practicable. The notice will identify the specific positions and grade levels to be reviewed.

## ***11. HEALTH AND SAFETY***

**Section 1.** The Employer agrees to provide safe and healthful working conditions taking into account the mission of the Agency and the inherent hazards of the job performed. The parties shall be governed by the Safety and Health regulations currently in effect and this agreement.

**Section 2.** In those work areas where protective clothing and safety devices are required by the Employer for the proper performance of duties, such gear or devices shall be furnished by the Employer. The Employer shall provide appropriate storage for such items. Employees shall be responsible for following established procedures in obtaining these items and for their proper care and use. When duties involve special hazards, the Employer will provide reasonable training or indoctrination to the employees involved concerning the hazards and the proper work methods to be used.

**Section 3.** Employees are responsible for wearing required protective gear, for performing assigned duties in a manner that will protect themselves, co-workers, equipment and materials from accident, and for practicing good housekeeping.

### **Section 4.**

a. In the course of performing their normally assigned work, employees will be alert to observe unsafe practices and conditions. If an unsafe condition is observed, the employee is encouraged to report it to his supervisor, without fear of reprisal.

b. When an employee believes the directed work is unsafe or unhealthy beyond normal hazards inherent in the operation in question, the matter should be referred to the supervisor. The supervisor will make an evaluation of the working conditions and direct that the work either be continued or stopped.

c. In the event the decision of the supervisor does not satisfactorily resolve the problem, the employee or the Union may appeal such decision.

**Section 5.** The Employer shall develop procedures to assure all handicapped Employees are provided assistance to evacuate buildings in case of emergency.

**Section 6.** In the interest of promoting safety awareness throughout the facility, the Union President (or designated representative) is encouraged to maintain liaison with the Employer's safety manager to exchange ideas on safety and to discuss the latest developments in safety and accident prevention pertaining to employer operations.

**Section 7.** The Employer agrees to make available training regarding the proper use of video display terminals.

**Section 8.** For employees who operate a video display terminal twenty (20) or more hours per work week, the Employer agrees to provide appropriate work stations and chairs. It is understood that this is subject to budgetary considerations. The Employer also agrees to comply with any law established regarding the use of video display terminals.

**Section 9.** Bargaining unit employees shall not be required to work at a terminal continuously for more than two (2) hours.

**Section 10.** Employees who believe their duties expose them to carcinogenic substances may file a report of unsafe, unhealthful working conditions.

**Section 11.** The temperature maintained in each work area shall provide reasonable comfort consistent with Department of Navy standards considering the nature of the process and the work performed.

## ***12. WORKERS' COMPENSATION (ON-THE-JOB INJURIES OR ILLNESS)***

**Section 1.** An injured Employee is entitled to first aid and medical care for any on-the-job injury. Emergency diagnosis and initial treatment may be provided by a Navy medical facility authorized to conduct such an examination. Further medical care may be provided by any duly qualified, local private physician or hospital of the Employee's choice. If an authorized representative of the Employer determines that emergency transportation is required, the Employer will provide such transportation. When travel is otherwise required an Employee may apply to the office of Worker's Compensation for travel and incidental expenses.

**Section 2.** When employees, or their representatives, report an illness or injury, which has occurred in the performance of official duties, the employees, at their request, will be promptly counseled by trained personnel as to their right to file for compensation benefits. The Employer will maintain an adequate supply of the basic forms for the proper recording and reporting of injuries or illness sustained in the performance of duty. Appropriate assistance will be provided to the employee in filing a claim for compensation benefits.

**Section 3.** If you are disabled for work as a result of an on-the-job injury and file a CA-1 within thirty days of the injury, you are entitled to receive continuation of pay (COP) from the Employer. COP is paid for up to 45 calendar days of disability and is not charged against leave.

**Section 4.** An employee, or someone acting on the employee's behalf, is required to give the supervisor written notice (CA-2) of an occupational disease within thirty days of becoming aware of the disease and its causal relationship to the employment.

**Section 5.** An Employee who suffers a compensable illness or injury and, within one year after commencement of benefits recovers from such injury or illness and meets the physical requirements of his/her position, will be restored to duty in that position or an equivalent position in accordance with 5 U.S.C. 8151 and 5 CFR 353.307 et seq.

**Section 6.** Employees, or their representatives, will be permitted to review documents relating to their claim, as authorized by Office of Worker's Compensation Programs (OWCP).

### ***13. ATTENDANCE AND LEAVE***

#### **Section 1. Annual Leave**

a. The use of annual leave is a right of the Employee, subject to the Employer's need to appropriately schedule Employees' use of annual leave to meet mission requirements. Employees earn annual leave in accordance with applicable statutes and regulations.

b. **Approval.** Consistent with the needs of the Employer, annual leave which is properly requested in advance will be approved or disapproved in a timely manner by proper endorsement of the SF-71 and returned to applicant. Disapproved leave will include a written reason. Once scheduled annual leave has been approved, the Employer will only cancel such leave for urgent workload reasons.

#### **c. Vacation Planning.**

(1) To receive priority consideration, requests for annual leave for extended periods of time of one or more basic work weeks, will be submitted to the supervisor no later than 15 February of each year. Employees who do not request annual leave for extended periods by 15 February still may do so at any time during the leave year, however, such leave requests may be denied if in conflict with the choice of another Employee who has requested leave by 15 February.

(2) In establishing the leave schedule, the supervisor will give full consideration to an Employee's preferred leave period. When it is necessary to restrict the number of Employees granted leave during a particular period and conflicts in scheduling occur, the supervisor will confer with the Employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, the supervisor will use the earliest service computation date (length of Federal Government service) as the deciding factor. Employees affected by a necessary change in the leave schedule shall have the right to have their leave rescheduled. At an Employee's request, the Employer may approve a change in selection provided another Employee's previously approved choice will not be adversely affected. Requests for the same leave period submitted after 15 February will be considered on a "first come, first served" basis.

d. **Call-in Procedures for Unscheduled Annual Leave for Emergency Purposes.** If the emergency arises while the Employee is at work, the Employee shall notify the supervisor of the nature of the emergency, the anticipated period of the absence, and obtain the Supervisor's approval for annual leave. If the emergency arises when the Employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the Employee must notify the Supervisor at the earliest available opportunity, but normally no later than the beginning of the work shift. If telephonic or personal contact is not possible, the Employee may use voice mail or e-mail (if available) to leave a message for the supervisor indicating the Employee's name, the need and reason for the absence, its anticipated duration, and a telephone number at which he/she can be reached. If the Employee is prevented from personally contacting the Supervisor, notification of the absence may be made by another responsible person; however, in all instances the Employee is responsible for assuring that notification is made. Notification does not, in itself, assure that

leave will be approved. If the Employee anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the Supervisor. The Employee will submit a SF-71 to the supervisor on the day he/she returns to work.

e. **Tardiness.** Tardiness of less than sixty, (60) minutes, regardless of the cause, may, at the discretion of the supervisor, be excused for adequate reasons, charged to annual or compensatory leave, or the Employee may be allowed to make up the lost time, depending on circumstances. Repeated tardiness will not be excused and may be charged to Absence Without Leave (AWOL). A charge of AWOL is not a disciplinary action, but may result in a disciplinary action being initiated. The Employee cannot be required to perform work for the period of leave charged.

f. **Advance Annual Leave.** Upon written request by the Employee and with reasonable justification to the Employer, annual leave may be advanced to the Employee subject to the following conditions:

(1) The amount of leave advanced may not exceed that which will be earned during the remainder of the leave year.

(2) There is a reasonable expectation that the Employee will return to duty for a period of time sufficient to repay the advance.

g. **Use or Lose Annual Leave.** It is the Employee's responsibility to request scheduling of use or lose leave. Failure of an Employee to request scheduling of annual leave by 15 November may result in untaken use or lose annual leave being forfeited. Employees may request a carry over of use or lose annual leave into the next leave year providing such leave was requested in a timely manner but was denied by the Employer.

## **Section 2. Sick Leave and Family Leave**

a. **Leave Entitlement.** The Employer shall grant sick leave in accordance with 5 CFR 630.401 to an employee when the employee:

(1) Receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;

(3) Provides care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth, or who receives medical, dental, or optical examination or treatment;

(4) Provides care for a family member with a serious health condition;

(5) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member, for example, travel; attending memorial services; pre-funeral gatherings/ceremonies; reading of the will (the granting of annual leave, sick leave or leave without pay (LWOP) will be given full consideration in the case of death, or impending death, in the employee's immediate family);

(6) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease; or

(7) Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed.

b. **Limitations on Family Care Sick Leave.** The basic sick leave limit an employee may use for family care and bereavement each leave year is forty hours for full time employees. An additional amount not to exceed sixty-four hours may be granted for family care and

bereavement if use of that leave will not cause the employee's sick leave balance to fall below eighty hours.

c. **Family and Medical Leave.** An Employee shall be entitled to a total of twelve administrative work weeks of LWOP (annual leave or sick leave may be substituted) during any twelve month period in accordance with 5 CFR 630.1203 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) The care of a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition;
- (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.

The employee may take only the amount of leave necessary to manage the circumstances that prompted the need for the leave.

d. **Medical Appointments.** Absence for examination or treatment shall be arranged in advance with the employee's supervisor. Sick leave for such purposes shall normally be approved subject to workload considerations.

e. **Call in Procedures for Unscheduled Sick Leave.** If the illness or injury arises when the Employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the Employee must notify the Supervisor at the earliest available opportunity, but normally no later than the beginning of the work shift. If telephonic or personal contact is not possible, the Employee may use voice mail or e-mail (if available) to leave a message for the supervisor indicating the Employee's name, the need and reason for the absence, its anticipated duration, and a telephone number at which he/she can be reached. If the Employee is prevented from personally contacting the work site, notification of the absence may be made by another responsible person; however, in all instances the Employee is responsible for assuring that notification is made. Notification does not, in itself, assure that leave will be approved. If the Employee anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the Supervisor. Unless otherwise indicated by the Supervisor, the Employee will call-in each day of absence. The Employee will submit a SF-71 to the supervisor on the day he/she returns to work.

f. **On-Duty Procedures for Unscheduled Leave.** If the illness or injury arises while the Employee is at work, the Employee shall notify the supervisor of the nature of the illness or injury, the anticipated period of the absence, and obtain the Employer's approval for sick leave. If medical treatment is necessary, the Employee may make use of the services of the installation Medical Dispensary. If the Employee has suffered an on the job injury, he/she will need to ensure that his/her supervisor is notified and that requisite Workers' Compensation forms are timely completed.

g. **Employee Certification.** Employees shall normally not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three consecutive workdays. Periods of absence on sick leave in excess of three consecutive workdays must ordinarily be supported by a medical certificate normally to be filed upon return to duty.

(1) Additional time to file the medical certificate may be granted by the Employer due to extenuating circumstances. In lieu of a medical certificate, the Employer may agree to accept the employee's signed statements explaining the nature of the illness, when it is unreasonable to

require a medical certificate because the illness does not require the services of a health care provider.

**h. Medical Certification Requirement.** If there is reason to believe the employee is abusing the sick leave privilege, the Employer will advise the employee of the questionable sick leave record and why the employee is suspected of abusing sick leave. The employee will also be advised that if the record does not improve a medical certificate may be required for each future absence on sick leave. If this does not bring about an improvement in the sick leave record, the employee will be notified in writing that all future requests for sick leave must be supported by a medical certificate, and will also be advised, in the same written notice of the reasons therefore.

(1) Medical Certification Review. After a six month period from the date of issuance the employee, or the Union with the approval of the employee involved, may request that the Employer review the medical certification requirement. If the Employer determines that the restriction is no longer necessary, the employee shall be notified in writing.

(2) The Employer will review the medical certification requirement annually prior to the anniversary of issuance to make a determination if there has been substantial improvement in the employee's sick leave usage. If the review results in continuance of the requirement, the employee will be formally notified of the decision on or before the anniversary date of issuance. If the Employer does not issue notification of continuance, the letter of requirement will be considered canceled.

**i. Advanced Sick Leave.** Upon individual request, sick leave may be advanced to an employee not to exceed thirty workdays duration at any time, in cases of serious illness or disability, in accordance with applicable existing rules and regulations, provided:

(1) The maximum advance sick leave for career and career conditional employees shall not exceed thirty days, and an employee holding a limited appointment may be advanced sick leave only in the amount which will be earned during the remaining period of employment.

(2) There is reasonable evidence, substantiated by a statement from the employee's personal health care provider and the Medical Officer, that the employee will be capable of returning to work and fulfilling the full scope of their duties.

(3) Sick leave will not be advanced to an employee known to be contemplating separation by retirement or resignation.

(4) That all available accumulated sick leave to the employee's credit is exhausted and that all annual leave over eighty hours has been used.

(5) Advanced sick leave will not normally be granted to employees who are required to furnish a medical certificate for each absence claimed as sick leave.

**j. Variation in Work Schedules.** The parties encourage employees to conserve their sick leave benefits. To that end, the Employer will consider reasonable requests for a variation in the normal work schedule for the purpose of accommodating short periods of sick leave.

k. Upon request by the Employee, an approved absence, which would otherwise be chargeable to sick leave may be charged to annual leave.

**1. Voluntary Leave Transfer Program.** In accordance with applicable laws, regulations and statutes an Employee who has been affected by a medical emergency, has no sick leave accrued and has exhausted all available sick leave, may make written request to the Employer to become a leave recipient under the leave donor program.

### **Section 3. Administrative Leave**

a. Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to an employee's accrued leave.

b. The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. Administrative excused time may be given to eligible employees to vote in National, State, or Municipal elections or referendums consistent with applicable Federal rules and regulations. Employees desiring to vote in any election or referendum may be excused by their immediate supervisor as follows: Where the polls are not open at least three (3) hours before or after an employee's regular working hours, the employee may be excused for whatever amount of time will permit reporting for duty (3) hours after the polls open or to leave three (3) hours before the polls close, whichever requires less excused time.

c. At the discretion of the appropriate supervisor in relation to workload considerations, eligible employees who volunteer to donate blood will be granted up to four (4) hours without charge to leave for the purpose of making such donations. Employees are urged to request absence for blood donation at least three (3) days in advance. If a request for absence is denied, the supervisor will inform the employee, when possible, of the approximate date a request may be granted. Supervisors are urged to schedule such excusal for the last four (4) hours of the workday for the first shift.

d. In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave not to exceed eight (8) straight-time hours per day consistent with regulations and workload requirements. If an employee is called for the above civic duties, the employee shall notify the Employer promptly and present the summons for jury service directly to the supervisor. Upon completion of the service, the employee shall present to the Employer satisfactory evidence of time served on such duty, together with any jury fees received. Allowances received for transportation may be retained by the employee.

e. When an employee who has been granted court leave of absence with pay is excused from jury duty for one (1) day or even a substantial part of a day and in those cases where time and travel permit and where no hardship results (normally three (3) hours or more) the employee shall be expected to return to duty or be charged annual leave or leave without pay for the time the employee would have been expected to work had the employee returned to duty.

f. A night shift employee who performs court services during the day is entitled to the night shift differential.

g. When an employee is called as a Government witness to testify in an official capacity as a Federal employee, the employee is considered to be in an official duty status. The employee may not accept witness fees of any kind. An employee serving as a Government witness (Federal, State, or Local) in a non-official capacity will be granted court leave. Such employee will not accept witness fees. When an employee appears in court as a non-Government witness and not in the employee's official capacity, the absence from duty must be charged as either annual leave or leave without pay. Such employee is entitled to the usual fees and expenses. When an employee is subpoenaed to testify, in private litigation, in an official capacity, the employee will be considered to be in a duty status, and can retain reimbursement for actual expenses only. All witness fees and allowances will be collected in accordance with the Navy Comptroller Manual.

h. A career Civil Service employee (permanent or temporary) who is a member of a Reserve component of the Armed Forces or the National Guard shall be granted military leave in accordance with Federal rules and regulations for the purpose of providing military aid to enforce the law. An employee who is a member of a reserve component of the Armed Forces or the National Guard shall be accommodated in meeting any scheduled drills/meetings required as part of the participation in such duty.

- i. Employees will be excused on Administrative Absence:
  - (1) to obtain medical services required for official purposes or administered as part of the official health program;
  - (2) When injured on duty, for the first absence necessary for examination or emergency treatment by a physician or at a facility authorized to treat Employees injured on duty.
- j. Employees effecting changes in duty stations may be granted administrative absence to make all arrangements, preparations, and actions relating to preparing for and actually effecting changes in duty stations.

#### **Section 4. Leave Without Pay**

- a. Leave without pay is a temporary non-pay status and absence from duty, which has been requested and approved by the Employer.
- b. The following Employees are entitled, as a matter of right, to take leave without pay for the following reasons with advance notification to the Employer:
  - (1) A disabled veteran for medical treatment upon presentation of an official statement from a duly constituted medical authority that medical treatment is required.
  - (2) A military reservist or national guardsman for the period required to perform active duty if there is no entitlement to military leave or military leave has been exhausted.
- c. The Employer may, at its discretion, approve requests for leave without pay in the following circumstances:
  - (1) to participate in study at an accredited institution of higher learning provided regulatory conditions are met.
  - (2) for up to six (6) calendar months when an employee has an illness or injury that would otherwise be covered with sick leave when the employee's annual and sick leave have been exhausted and there is reasonable assurance the employee can and will return to work with the Employer at the end of the leave period.
- d. An Employee, at the Employee's option, may substitute leave without pay for annual leave:
  - (1) for leave on an established religious holiday, which occurs on a regularly scheduled workday of the Employee; or
  - (2) for leave granted in conjunction with death in the immediate family.
- e. Upon request of the Union, Employees who are selected to serve in the capacity of Local Officer or representative, which requires absence from the job, will be granted annual and/or leave without pay. Officers and representatives of the Union may substitute leave without pay for annual leave for the purpose of conducting internal union business.
- f. Union officials returned to duty after an extended period of leave without pay will be placed in the position held prior to the leave or to a similar position at the same grade and pay within the commuting area.

### ***14. TRAINING AND DEVELOPMENT***

**Section 1.** The Parties agree that it is necessary and desirable and in the public interest that self-education is supplemented and extended by government sponsored programs to train Employees to enhance Employees' performance of duties and the development of skills, knowledge and abilities. Since participation depends on access to information, dissemination of courses offered by the government and/or educational institutions will be made available on the Employer's Internet website: [www.cnrsw@navy.mil](mailto:www.cnrsw@navy.mil). Employees are encouraged to develop a

personal plan for career self-development, and in this regard should seek counseling and advice from their supervisor.

**Section 2.** The Employer agrees to develop and train bargaining unit Employees through the establishment and operation of progressive and efficient job related training programs in a manner consistent with available resources. These programs will be designed to:

- a. Aid Employees in improving their performance in their current positions.
- b. Building and retaining a work force of skilled and efficient government Employees.
- c. Using a reasonable and uniform administration of training resources consistent with the mission and the needs of the Employer and fair and equitable treatment of Employees with respect to their training and development.

**Section 3.** The Employer agrees that when an Employee is reassigned due to the position previously held having been eliminated, sufficient training as determined by the Employer will be given to the Employee to enable performance of the duties in the new position.

**Section 4.** It is recognized that the Employer has the right to establish, modify or disestablish its training programs consistent with the needs of its mission.

**Section 5.** Employees who successfully complete a job-related course of training or education at an accredited college or institution, which is paid at the employee's own expense, should submit a diploma or certificate of completion to Human Resource Office (HRO) via the supervisor in order to receive credit in their training record.

## ***15. EQUAL EMPLOYMENT OPPORTUNITY***

**Section 1.** The parties agree to affirmatively support a policy of equal employment opportunity with regard to conditions of employment. This includes, but is not limited to, a pledge to work positively towards a goal of developing full utilization of Employees skills and abilities without regard to age, race, color, religion, sex, national origin or mental/physical handicap. The Employer agrees to fully comply with all laws, rules and regulations of higher authority that relate to EEO matters.

**Section 2.** The Employer agrees to provide all bargaining unit Employees a work atmosphere free from sexual harassment. Verbal or physical conduct of a sexual nature constitutes sexual harassment when: (a) submission to such conduct is made either explicitly/implicitly a term/condition of employment; (b) submission to or rejection of such conduct is used as the basis for employment decisions; or (c) such conduct has the purpose or effect of unreasonably interfering with an Employee's work performance or environment as defined by the Code of Federal Regulations.

**Section 3.** Any Employee who believes that he/she has been discriminated against on any of the grounds set forth in this Article may file one, but not more than one, of the following:

- a. A grievance pursuant to the provisions of this Agreement utilizing Alternative Discipline Resolution (ADR), i.e., mediation, or the traditional grievance steps;
- b. A complaint of discrimination with the Agency utilizing the traditional complaint process, or with the concurrence of the Employer, ADR (i.e., mediation); or
- c. An appeal to the Merit Systems Protection Board (MSPB) where an action is otherwise appealable to the Board and the Employee alleges the basis for the action was discrimination.

**Section 4.** The Employee shall be deemed to have elected an option of redress as outlined in Section 3 of this Article at such time as the Employee files a written grievance, whether choosing to utilize ADR or traditional grievance steps; a formal complaint of discrimination; or a written

MSPB appeal. In any event, it is the Employee's responsibility to timely meet required deadlines for filing in the elected forum.

**Section 5.** Employees are encouraged, but not required, to consult an Equal Employment Opportunity Counselor prior to filing a grievance under this Agreement.

**Section 6.** If the Employee elects to process a grievance under this Agreement, the Employee is entitled to Union representation if desired. If Union representation is not desired, the Union shall have the right to be present at any meeting between the Employer and the Employee concerning the grievance whether the Employee chooses to process the grievance utilizing ADR (mediation) or the traditional grievance steps.

**Section 7.** If the Employee elects to file a complaint of discrimination or an appeal to MSPB, the Employee is entitled to a representative of his/her choice, including an attorney, a Union representative or other.

**Section 8.** The Employer will furnish annually to the President of the Local, a copy of the statistical EEO reports furnished to higher headquarters or outside the command. An annual summary of the number and types of discrimination complaints received and their disposition/status is to be furnished to the union. Upon request, the Employer will furnish any other relevant information, to the extent permitted by law, rule or regulation.

## ***16. HOURS OF WORK***

**Section 1. Standard Work Schedule.** The basic administrative workweek is the calendar week of Sunday through Saturday. The basic workweek is forty hours and extends from Monday through Friday. The basic workday is eight hours. Starting times for the basic workday will be established by the supervisor. First shift starting times may normally range from 0600 to 0900. The supervisor will take into consideration an Employee's desires and needs when assigning a shift start time.

**Section 2. Alternative Work Schedule.** The parties agree to make available an Alternative Work Schedule (AWS) option for full-time Employees, specifically the 5/4/9 AWS Plan. Under the 5/4/9 Plan Employees work 5 days in one week, 4 days the other, within a two-week pay period. Within the five day week, Employees will work nine hours per day for four of the days, 8 hours on the remaining day. The four day week will consist of four 9 hour workdays, and one Regular Day Off (RDO). The requirement for 80 hours per biweekly period and shift starting times remains the same as for the Standard Work Schedule.

a. Employees already on AWS may continue, subject to discontinuance provisions set forth below. Employees not on AWS may submit a written request to their supervisor. Such request will indicate the schedule they would prefer, setting out desired eight hour days, RDO's and shift start time. The supervisor will determine whether AWS is appropriate for the work group, and, if so, whether the Employee's request is appropriate as to that Employee's duties and workload/mission requirements, and whether it is compatible with other Employee's schedules. In the event that the supervisor determines that AWS can be approved, but the requested schedule must be changed, he/she will work with the Employee to determine a different schedule. If AWS cannot be approved for any reason, the supervisor will so indicate to the Employee in writing, within 10 workdays of the Employee's request submission. The decision to deny AWS to an individual requesting Employee is grievable under the negotiated procedure set forth in Article 28.

b. The supervisor of an Employee on AWS may require an individual Employee to discontinue AWS temporarily or indefinitely. Such requirement to return to a Standard Work

Schedule may be based on attendance and leave problems of the Employee, workload considerations, or training requirements. The supervisor will give adequate notice of the discontinuance of AWS to the Employee, indicating the reasons for it. The decision to discontinue AWS for an individual Employee is grievable under the negotiated procedure set forth in Article 28.

c. Eight hour days and RDO's will be scheduled in different weeks within the pay period. RDO's and eight hour days may be scheduled on any day within the pay period, subject to approval by the supervisor. Eight hour days and RDO's will be the same day each pay period. Changes to eight hour days and RDO's must be approved by the Employee's supervisor.

d. When a holiday falls on the Employee's RDO, the RDO will not move as it is a part of the Employee's permanent work schedule. Rather, the preceding regularly scheduled workday will be designated as the day to be taken in lieu of the holiday.

Example:

|   |                                       |
|---|---------------------------------------|
| If the regularly scheduled workweek is Monday — Friday, |                                       |
| And the RDO and holiday fall on                         | Then the day in lieu of holiday is... |
| Monday  | the preceding Friday                  |
| Tuesday   | the preceding Monday                  |
| Wednesday   | the preceding Tuesday                 |
| Thursday  | the preceding Wednesday               |
| Friday  | the preceding Thursday                |

|   |                                    |
|---|------------------------------------|
| If, however, the regularly scheduled workweek is Sunday — Thursday, |                                    |
| And the RDO and holiday fall on                                     | Then the day in lieu of holiday is |
| Monday  | the preceding Sunday               |
| Sunday  | the preceding Thursday             |

e. When an Employee is scheduled for forty (40) hours or more of training/travel in a pay period, the Employee shall notify the supervisor and revert to the Standard Work Schedule for the pay period in which the training/travel occurs.

f. The Employer will notify the appropriate Unit representative at least ten work days in advance of any decision to discontinue the 5/4/9 Plan in any work area.

g. The decision of the Employer not to establish AWS within a work group or to temporarily or indefinitely discontinue AWS in any work group is grievable by the Union.

Section 3. The Employer will make every effort to give adequate advance notice to Employees of required changes in work schedules, except in emergency situations. In the event of a necessary work schedule change involving one or more work groups, the Employer will notify the Union and provide an opportunity to comment and/or request negotiation over the impact and implementation of the change.

Section 4. The Employer and the Union encourage the utilization of car pools. Accordingly, an Employee may submit a request for changes in his/her scheduled hours of work to allow participation in a car pool. Supervisors shall seriously consider approval of such requests whenever feasible. If the request is denied, the supervisor shall provide the Employee with an explanation for the denial.

Section 5. Lunch periods will normally be taken during the middle portion of the workday.

a. The Employer agrees to continue the present policy of allowing employees to consume beverages/snacks at their workstations, provided that there is no unreasonable interference with the performance of assigned duties.

b. The only unit employees allowed breaks will be those employees whose duties require them to work as part of a crew performing interdependent functions. These employees will be allowed a minimum ten-minute break, normally mid-way through each four hours of work. The time and length of the break will be determined by the supervisor.

## ***17. OVERTIME WORK AND COMPENSATION***

**Section 1.** Extra work in periods of overtime operations will be equitably (as equally as possible) distributed among the Employees who are in the same classification or performing similar work, and qualified to perform the work (as determined by management). Supervisors shall not assign overtime work to employees as a reward or a penalty, but solely in accordance with the needs of the Employer. Complaints or disagreements on distribution of overtime shall be processed in accordance with the negotiated grievance procedure.

**Section 2.** Qualified Employees in an overtime group will be offered overtime work in inverse order of accumulated overtime hours and if assignment then becomes necessary qualified Employees will be assigned in similar order.

**Section 3.** Overtime offered but not worked for any reason shall be counted as overtime worked for the purposes of this Section. All overtime paid shall be recorded as overtime worked.

**Section 4.** The Employer shall, to the extent practicable, provide employees as much advance notice of overtime requirements as is possible.

**Section 5.** Any Employee called back to work on an overtime basis shall receive at least two (2) hours work or, if no work is assigned, two (2) hours pay, subject to applicable regulations.

**Section 6.** The Employer will adjust normal work shifts of employees assigned overtime to ensure the employee has at least eight (8) hours between assignments.

## ***18. MERIT PROMOTION***

**Section 1. General Provisions.** The provisions of this article apply to all unit positions. The Employer reserves the right to use any appropriate source to fill positions, both temporary and permanent, from among properly ranked and certified candidates for promotion or selection. Advancement shall be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity. The Employer has the right to select or not to select from among a group of best qualified candidates, including the right to non-select all candidates. Employees are encouraged to seek advice and assistance from the Naval Station Human Resources Site Office (HRO) about the Merit Promotion Program or about specific personnel actions.

**Section 2. Procedures.** When a decision is made by the employer to fill a position using Merit Promotion procedures, applicable agency regulations and policies apply.

a. In general, Merit Promotion procedures will apply to the competitive process of filling higher graded vacant positions by selection from among the current workforce. Certain exceptions may be applied for Reinstatement and Transfer eligibles, Repromotion eligibles, and other applicants who were previously demoted without cause.

b. Regardless of the method chosen by the employer to fill a position, it is understood that certain mandatory placement programs will apply to the filling of vacant positions, including the

Department of Defense Priority Placement Program (PPP), the Interagency Career Transition Assistance Program (ICTAP), and the Reemployment Priority List (RPL).

**Section 3. Responsibilities.** It is the primary responsibility of the employer to publicize the process to be used in filling positions via the Merit Promotion Program.

a. The employer will take reasonable steps to educate Employees on Merit Promotion procedures and the automated system used by the Human Resources Service Center (HRSC), which is called STAIRS or RESUMIX. The employer will provide assistance to Employees in preparing and submitting Merit Promotion resumes by making available Self Service Centers at various locations throughout the region. Automated access to vacancy listings and software programs for resume preparation will be included in the services offered at these centers.

b. The HRSC is responsible for administering the Merit Promotion process in accordance with agency and Employer procedures. Acceptance and processing of resumes, rating and ranking of candidates, and certification/referral for selection are among the responsibilities of the HRSC. Each Employee who is referred for promotional consideration will receive a written notification of the results of that referral when the employer completes the selection process. The HRSC is also responsible for communicating official job offers to successful applicants, and finalizing entrance on duty arrangements in consultation with the HRO.

c. Employees are solely responsible for preparing and submitting their resumes to the HRSC for Merit Promotion consideration in accordance with applicable procedures. Questions regarding the Merit Promotion process should be addressed to the HRO Site Office.

**Section 4. Management Identification of Candidates.** Management Identification of Candidates (MIOC) is one of the options in the Employer's merit promotion program. MIOC can be used when a Selecting Official supervises a sufficient number of people who are well-qualified for a vacant position. The Selecting Official can select one of the employees for promotion without "formally" announcing the job. The Selecting Official fills the job based on their knowledge of the job requirements and each employee's ability to perform the work of the vacant position. The Selecting Official may also, at their option, review the Official Personnel Folder (OPF) of each candidate prior to making a selection. Notice to the Union will be provided when MIOC is utilized.

**Section 5. Promotion Grievances.** It is agreed that informal steps will be taken to the maximum extent possible to resolve Employee concerns with the Merit Promotion process or with individual selection actions. Employees should address their concerns to the servicing HRO Site office within 15 calendar days of receipt of official notification of action. Employees represented by the unit may also utilize the negotiated grievance process contained in Article 28 of this agreement to address their unresolved issues; however, non-selection for promotion from among a properly ranked and certified list of eligible candidates is not a grievable matter. Time limits for filing a grievance under this provision begin upon receipt of HRO response.

## ***19. DETAILS AND TEMPORARY PROMOTIONS***

**Section 1.** A detail is the temporary assignment of an Employee to a different position or set of duties for a specific period with the clear understanding that the Employee is not officially reassigned but continues to occupy his/her position of record and shall return to his/her regular position upon completion of detail.

**Section 2.** The Employer agrees Employees shall be recognized for the work performed. Details in excess of 30 days will be documented and maintained as a permanent record in the Employee's Official Personnel Folder (OPF). Details of less than thirty (30) days will not be

recorded, but credit for duties performed in the course of the detail may be claimed and credited when the Employee is being considered for promotion. Critical elements and performance standards must be established within 30 days after the beginning date of a detail which extends for 120 days or more. The interim rating received for the detail assignment will be considered in the annual performance appraisal. Employees detailed for 120 days or more will receive a position description or set of duties and a performance plan within thirty days following the beginning of the detail.

**Section 3.** Employees temporarily detailed to a position of higher grade in excess of 30 days but less than 120 days will, if qualified and eligible for promotion, be temporarily promoted. Temporary promotions or Details to higher level duties which is expected to last more than 120 days will be made using competitive procedures.

**Section 4.**

a. A temporary promotion is effected when an Employee is temporarily assigned to a position classified at a higher-grade level than his/her regular position, and the Employee is appropriately compensated therefor.

b. A temporary promotion may be effected when: a position is vacant due to the extended absence of the incumbent; to fill a vacancy until a permanent appointment is made; to assign responsibility for increased workload of a temporary nature; for participation in a special project of limited duration; or other appropriate reasons as determined by the Employer.

c. Temporary promotions in excess of 120 days will be made in accordance with competitive promotion procedures. Prior service under all temporary promotions and details to higher-graded positions during the previous 12 months counts toward this limitation.

d. An Employee selected for temporary promotion must be advised in advance that it is a temporary promotion and of the circumstances that make a temporary promotion rather than a permanent promotion appropriate. The Employee will be informed of the expected duration of the temporary promotion and of the entitlement to return to the regular or equivalent position.

**Section 5.** It is agreed that details may be used to meet temporary needs of the work program of the Employer when necessary services cannot be obtained by other means. Details may be used under circumstances such as the following:

a. To meet emergencies occasioned by abnormal workload, change in mission or organization or unanticipated absences.

b. Pending official assignments; description and classification of new positions; security clearances; and for training purposes (particularly where training is part of an established normal promotional or developmental program).

c. As required by drug testing program.

**Section 6.** The Employer will provide advance notice to the Union prior to effecting any reassignment, detail or shift change of a Union official or representative.

## ***20. EMPLOYEE PERFORMANCE***

### **Section 1. Performance Appraisal System.**

a. The Employer's Performance Appraisal System provides for the annual appraisal and rating of Employees against critical performance elements and standards established at the beginning of the rating period.

b. The Employer has the right to establish critical elements and performance standards. A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an Employee's overall

performance is unacceptable. A performance standard outlines the performance requirement(s), or expectation(s) that must be met to achieve an acceptable level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.

c. **Performance Plans.** A Performance Plan includes all of the elements that describe the expected performance of an individual Employee. A plan must include all critical elements and their related performance standards. A Plan should be provided to Employees within 30 days after the beginning of each appraisal period, permanent assignment to a new position, and of each detail or temporary promotion expected to last 120 days or longer.

d. **Progress Review.** Employees will be given a performance progress review at least semi-annually. Additional reviews may be given as the supervisor deems appropriate or upon request of the employee. The employee's signature does not reflect concurrence with any comments made by the supervisor; it only acknowledges receipt of the form.

e. **Rating of Record.** A performance rating of record will be completed, reviewed and issued to the Employee, normally within thirty (30) calendar days, following the close of the rating period. The rating of record is the official rating for pay, performance, and retention purposes.

f. **Close-out rating.** An appraisal completed when the Employee or first level supervisor leaves a position after the Employee has been under established performance standards for 90 days or more, but before the end of the rating cycle. Close-out ratings will be documented and used in deriving the rating of record, and in some cases, may become the rating of record.

g. The rating period may be extended if an Employee has not been under a Performance Plan, under a particular supervisor, for at least ninety (90) days before the end of the rating period.

**Section 2. Unacceptable Performance.** At any time a supervisor determines an Employee is not performing at an acceptable level in one or more critical elements, a Performance Improvement Plan (PIP) will be implemented. The purpose of the PIP is to assist the Employee in bringing performance up to an acceptable level, to provide a specified period of time for an opportunity to improve performance, and to place the Employee on notice with regard to repercussions of unacceptable performance. Failure to bring performance up to an acceptable level in critical elements identified in the PIP may result in the Employee being reassigned, demoted, or removed.

**Section 3. Within-grade Increases (WGI).** An Employee under the General Schedule or the Wage System is entitled to a higher step/rate and shall be advanced to such step/rate at the beginning of the first applicable pay period following completion of the required waiting period provided the Employee has not received an equivalent increase during the waiting period, and the Employee's performance is determined to be at an acceptable level.

a. In accordance with 5 C.F.R. 531, a WGI may be postponed and/or denied if an Employee's performance is not at an acceptable level at or before the conclusion of the waiting period.

## ***21. FURLOUGHS FOR THIRTY DAYS OR LESS***

**Section 1.** Furlough is the placing of an Employee in a temporary status without duties and pay because of lack of work or funds or other nondisciplinary reasons. These procedures will be carried out in accordance with law and government-wide regulations. Furloughs of thirty (30) days or more must be carried out according to reduction-in-force procedures.

**Section 2.** Prior to furloughing Employees, except for sudden emergencies, the Employer will provide advance written notification to the President of the Local of: a) the reason for the furlough(s); b) the organizational segments affected by the furlough(s); and c) the estimated number of Employees to be furloughed.

**Section 3.** The Employer has the sole responsibility to determine the number, types and grades of Employees necessary to accomplish its work. If the Employer determines that only a portion of the work force will be furloughed, retention registers will be used to determine which Employees will be released. An Employee who wishes to "volunteer" to be furloughed, may make their wishes known to their supervisor. However, the Employer can accept or reject the Employee's offer to "volunteer" to be furloughed. Once the Employer has identified which Employees are to be furloughed for a specific number of days during a specific time period, Employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These schedules will be considered given due consideration to workload and mission requirements.

**Section 4.** When possible, the Employer will provide written, individual notices to those Employees who are to be furloughed thirty (30) days prior to the effective date.

**Section 5.** In accordance with appropriate rules and regulations, life insurance and health benefits enrollments will continue without cost to the Employee on connective and continuous furloughs of thirty (30) days or less.

**Section 6.** Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.

## ***22. CONTRACTING OUT AND FUNCTIONALITY ASSESSMENTS***

**Section 1.** When the Employer makes a decision to initiate a contracting out study, to undergo a study which may end in contracting out, or to initiate a Functionality Assessment affecting Unit Employees, it shall timely provide to the Union information on when the study or assessment is to be initiated.

**Section 2.** Upon completion of the study and award, the Union shall be provided a copy of the study, the Request for Proposal and one copy of the successful proposal.

**Section 3.** A non-voting representative of the Union will be assigned to any study group undergoing an A-76 or contracting out study. The views of this representative will be considered but the Agency has final authority in making decisions.

## ***23. REDUCTIONS-IN-FORCE (RIF) AND TRANSFERS OF FUNCTION (TOF)***

**Section 1.** All reductions-in-force and transfers of function will be carried out in accordance with applicable laws and regulations.

**Section 2.** When it is anticipated that a reduction-in-force or transfer of function affecting Unit Employees will be necessary the Union will be given preliminary notification in writing prior to notice being issued to Employees. This notification will be given as far in advance as practicable and will include the reason for the action, the approximate number of Unit Employees initially affected, and the anticipated effective date of the action.

**Section 3.** The Employer shall provide briefings/training equivalent to the briefmgs/training provided to supervisors for all Union representatives. Such training shall be on official time.

**Section 4.** The Union will provide its assistance in communicating to Employees the reason(s) for the reduction-in-force/transfer of function.

**Section 5.** The Employer agrees to give specific notice of a RIF/TOF to affected Employees at least sixty (60) days before the effective date, unless compelling circumstances dictate otherwise. The Employer shall provide complete information needed by the Employees to fully understand the reduction-in-force and why they are affected. Specifically:

- a. the specific reduction-in-force action to be taken;
- b. the effective date of the action;
- c. the Employee's competitive area, competitive level, subgroup and service date;
- d. the place where the Employee may inspect the regulations and records pertinent;
- e. the reasons for retaining a lower standing Employee in the same competitive level for more than thirty (30) days because of a temporary exception;
- f. grade and pay retention information; and
- g. the Employees' grievance or appeal rights.

**Section 6.** Upon receipt of preliminary written notification of anticipated RIF or TOF affecting bargaining unit Employees, the Union may, within five (5) working days of such notification, request negotiations concerning procedures for implementation of the action and or appropriate arrangements for Unit Employees adversely affected by the action. Such negotiations, if requested, shall commence within five (5) working days of the request. The Parties agree to conduct negotiations in a manner which does not unnecessarily delay implementation of the action.

**Section 7.** Upon request, the Union President, or his/her designated representative, will be given an opportunity to review retention registers relative to a RIF affecting Unit Employees.

**Section 8.** Unit Employees affected by a RIF or transfer of functions will be given an opportunity to receive counseling on the proposed action and their rights and benefits pertaining thereto.

**Section 9.** The Employer will ensure that transition services, to include resume preparation assistance and filing procedures, as well as computer access for electronically searching for government-wide and private sector employment opportunities, is made available for use by those employees adversely affected by Reduction-in-Force.

#### ***24. DRUG FREE WORKPLACE PROGRAM***

**Section 1.** The Parties fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace.

**Section 2.** The Employer's Drug Free Workplace Program provides for random drug testing of Employees occupying Testing Designated Positions (TDP's). Under certain circumstances, any Employee may be required to undergo drug testing, such as for reasonable belief that he/she has used, or is under the influence, of illegal drugs; after an accident where significant damage to property has occurred; or to follow up in an Employee's rehabilitation program.

**Section 3.** All Employees occupying a TDP will be notified of the requirement that they undergo random drug testing.

**Section 4.** Employees testing positive for illegal drug use are subject to removal from employment.

#### ***25. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)***

**Section 1.** The Civilian Employee Assistance Program is available to Employees and their families. The CEAP is a confidential and professional referral and counseling service covering

such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and post traumatic reactions.

**Section 2.** The Employer will regularly publicize the availability of the CEAP through its Internet website, as well as through Human Resources Office Bulletins and postings on Official Bulletin Boards.

## ***26. RETIREMENT***

**Section 1.** The employer will provide a retirement counseling program describing benefits and eligibility, to be made available on an as-needed basis, in which all Employees in the unit nearing eligibility for retirement may voluntarily participate. Employees nearing eligibility for retirement who have questions concerning retirement benefits will, upon request, receive an oral or written response.

**Section 2.** Periodically, the employer will publish the necessity of civilian Employees to make payment to their retirement system for military service if they want that service counted towards civilian retirement.

## ***27. DISCIPLINARY AND ADVERSE ACTIONS***

**Section 1.** Action under this article shall be taken to correct the behavior of the offending employee and will not be purely punitive in nature. Such discipline/adverse action will only be taken for such cause as will promote efficiency of the service. The penalty will be commensurate with the offense, and like penalties will be imposed for like offenses, taking into consideration aggravating and mitigating circumstances.

**Section 2.** Disciplinary actions covered by the provisions of this Article are written reprimands and suspensions of fourteen (14) days or less. Adverse actions are defined as removals, suspensions of more than fourteen (14) days, reductions in pay, reductions in grade, and furloughs of thirty (30) days or less.

**Section 3.** The parties agree that an Alternative Discipline Program (ADP) may be utilized when the Employer determines it appropriate. The ADP will allow imposition of reprimands in lieu of suspensions for certain types of minor misconduct. The process of proposal, reply, and decision will be the same as for a regular suspension, but the action effected will not result in any loss of pay for the affected Employee. Usually ADP will be used where the primary misconduct is attendance-related. When the ADP is utilized, letters of reprimand in lieu of suspensions will carry the same weight as would actual suspensions for purposes of progressive discipline and determining appropriate penalties.

**Section 4.** The Employer shall furnish Employees with notices of discipline or proposed disciplinary or adverse action at the earliest practicable date after the alleged offense has been committed and made known to the Employer. The parties recognize certain investigations are beyond the administrative control of the Employer, and their completion may delay action.

**Section 5.** Notices of proposed disciplinary or adverse action will state the specific reasons for the proposed action. The Employee will be given an opportunity to respond to the reasons set forth in such proposals and informed of their right to representation, as appropriate. The Employee and/or the representative will be provided an opportunity to review any and all material relied upon in making the proposal. A reasonable amount of official time will be granted to the Employee and/or the representative, if an agency Employee, to prepare and present the reply. A written decision will be provided to the Employee, normally, within thirty (30) days after receipt by the Employee of the

proposal letter. The decision letter will inform the Employee of any applicable grievance or appeal rights.

**Section 6.** An Employee dissatisfied with the decision or actions taken under the provisions of this Article (or the union representative) may file a grievance in accordance with the negotiated grievance procedure outlined in this Agreement. Removals, reductions in grade or pay, and furloughs for thirty (30) days or less are appealable through Arbitration or the Merit Systems Protection Board, but not both.

**Section 7.** An original and one (1) copy of all proposed notices of disciplinary/adverse actions shall be furnished to the employee. A copy of this notice is provided should the employee elect to seek representational advice or guidance.

## **28. GRIEVANCE PROCEDURE**

**Section 1.** It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible, informally. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the lowest level of supervision. Since the prompt settlement of disputes is desirable in the interest of sound labor-management relations and efficient operations, the Parties agree that Employees will discuss their concerns or complaints with their immediate supervisor prior to filing a grievance. A Union representative will attend such meetings to help to resolve the issue. It is understood by the parties that the Union will counsel Employees regarding the merits of the grievance, prior to meeting with the supervisor, and prior to filing the grievance. This counseling serves to avoid the filing of grievances that hinder the efficiency of the Union and the Employer. The Parties also agree that the Union and the Employer will discuss their concerns or complaints informally before filing a Union or Employer grievance. To the extent the foregoing informal attempts to resolve disputes are unsuccessful, the following is the sole procedure for resolution of Employee, Union, or Employer grievances.

**Section 2. A grievance is defined as any complaint:**

- a. by an Employee concerning any matter relating to the employment of the Employee;
- b. by the Union concerning any matter relating to the employment of the Employee; or
- c. by any Employee, the Union, or the Employer concerning:
  - (1) the effect or interpretation, or claim of breach, of this collective bargaining agreement; or
  - (2) a claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except that it shall not include any grievance concerning:
  - (1) any claimed violation of Subchapter III of 5 U. S. C. 75 relating to the prohibited personnel activities;
  - (2) retirement, life insurance, or health insurance;
  - (3) a suspension or removal for reasons of national security under 5 U. S. C. 7532;
  - (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) non-selection for promotion from a group of properly certified candidates; or
  - (7) the separation for unsatisfactory performance or misconduct of Employees serving a probationary or trial period.

**Section 3.** Employees may seek review of the following matters either through the applicable statutory appeals procedure or the grievance procedure, but not both:

- a. an allegation of prohibited discrimination covered under 5 U. S. C. 2303(b)(1);
- b. an appealable action based on unacceptable performance covered by 5 U. S. C. 432;

and

- c. an adverse appealable action covered under 5 U. S. C. 752.

An Employee shall be deemed to have exercised his/her option when he/she files a timely written grievance or timely raises the matter, in writing, to the appropriate statutory appeals authority.

**Section 4.** Unit Employees retain the right to self-representation in presentation of their grievances to the Employer. Any adjustment reached where an Employee exercises this option will not be inconsistent with the terms of this agreement. A representative of the Union will be offered the opportunity to be present during all grievance proceedings.

**Section 5. Unit Employee Grievance Procedure:**

**First Step:** (Note: Grievances involving disciplinary action must be filed at the Second Step per Second Step provisions below). To the extent that informal attempts to resolve disputes per Section 1 of this Article are unsuccessful, formal grievances must be filed within fifteen (15) calendar days after the incident occurs, or within fifteen (15) calendar days after the grievant first became aware of the incident. The grievance shall set forth in precise terms exactly what the grievance is; all the facts relating thereto, including the names of any individuals involved in the grievance; the Article or other reference which is in dispute; the reason for the Employee's dissatisfaction; and the corrective action desired. When the Union is designated as the representative of any Employee in a grievance, the Employee will furnish the name and phone number of the representative to the Employer in writing. The written grievance shall be presented by the aggrieved Employee and/or the Union representative to the appropriate supervisor — normally, the immediate supervisor. If the supervisor is unable to resolve the grievance a written response will be made to the Employee/Union representative within fifteen (15) calendar days.

**Second Step:** If a satisfactory settlement is not reached at the First Step or the grievance involves disciplinary action, the grievant and/or Union representative may elect to submit the grievance in writing to the grievant's second level supervisor or the level of supervision above that which took the disciplinary action, or pursue the matter through Alternative Dispute Resolution (ADR). The election must be clearly indicated in the second step grievance.

a. **Traditional Second Step.** The grievance must be submitted within fifteen (15) calendar days of receipt of the First Step decision with the First Step response attached. If, however, the grievance involves disciplinary action, it will be initiated at the level of supervision immediately above that which took the action unless the deciding official was the Chief of Staff or the Commanding Officer in which case the grievance would be addressed to the deciding official. The second level supervisor or the level of supervision immediately above that at which disciplinary action was taken will render a written decision within fifteen (15) calendar days of receipt of the Second Step grievance.

b. **Alternative Second Step.** Should the grievant elect to process the grievance through ADR, the grievance containing the election must be submitted within fifteen (15) calendar days of receipt of the First Step decision with the First Step response attached, or within fifteen (15) calendar days of the effective date in cases involving disciplinary action. Grievances filed under this alternative step will immediately be forwarded to the Dispute Resolution Center (DRC), Human Resources Office, by the receiving official. Upon receipt, the DRC will initiate action to

select the mediator and schedule the mediation under existing DRC procedures. Mediation will be scheduled and completed no later than thirty (30) calendar days following receipt of the request at DRC. The parties agree that, to the maximum extent possible, the mediator will be selected from among current Navy mediators at no cost to the parties. In the event that, in the Agency's opinion, it becomes necessary to use outside mediators, any associated cost will be born by the Agency. The parties understand and agree that mediation is confidential and no record will be made of the proceeding. Statements or offers made by either party may not be used in any subsequent proceeding including, but not limited to, arbitration. If a resolution is reached as a result of mediation it will be reduced to writing and signed by all parties. If the matter is not resolved as a result of mediation, it may be submitted to arbitration in accordance with the provisions of Article 29 (Arbitration).

**Section 6. Union Grievances:**

The Union may initiate a grievance by submitting it in writing to the Chief of Staff. The grievance must state the specific nature of the grievance; any provision of the collective bargaining agreement, law, rule, and/or regulation alleged to have been violated; and the relief requested. The Chief of Staff, or his/her designee, will meet with the Union President, or his/her designee, within twenty-one (21) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued within twenty-one (21) calendar days of the meeting. If the decision thus rendered is unacceptable to the Union, it may submit the matter to arbitration in accordance with the provisions of Article 29 (Arbitration).

**Section 7. Employer Grievances:**

The Employer may initiate a grievance by submitting it in writing to the Union President. The grievance must state the specific nature of the grievance; any provision of the collective bargaining agreement, law, rule and/or regulation alleged to have been violated; and the relief requested. The Union President, or his/her designee, will meet with the Chief of Staff, or his/her designee, within twenty-one (21) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued within twenty-one (21) calendar days of the meeting. If the decision thus rendered is unacceptable to the Employer, it may submit the matter to arbitration in accordance with the provisions of Article 29 (Arbitration).

**Section 8. Time Limits:**

The time limits specified in this Article may be extended or waived by mutual consent of the Parties. The Parties may also mutually agree in writing to waive any Step in the grievance procedure. Failure of the non-moving party to observe the time limits for any step of the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the moving party to observe the time limits for any step of the grievance procedure shall render the grievance null and void (First Step) or withdrawn (any step subsequent to the First Step).

**29. ARBITRATION**

**Section 1.** Only grievances which have not been resolved through the grievance procedure outlined in Article 28 may be submitted to Arbitration. Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate no later than thirty (30) calendar days following receipt of the final written grievance disposition or thirty (30) calendar days following the date the response was due.

**Section 2.** The Parties will establish a list containing the names of at least five (5) mutually acceptable Arbitrators utilizing the services of Federal Mediation and Conciliation Service

(FMCS). If agreement on selection of an Arbitrator cannot be reached, these Arbitrators will be utilized on a descending alphabetical order basis dependent upon their availability. Once Arbitration has been invoked, the Agency will notify the next available Arbitrator, who will then notify the Agency of the dates Arbitration can be conducted. The actual date of the Arbitration must be mutually agreed upon.

**Section 3.** Within twenty (20) calendar days after an acceptable date for Arbitration has been established, representatives of the Union and Employer will hold a pre-hearing conference. The purpose of this conference is to attempt to agree on the issue or issues to be decided, stipulations of fact, witnesses (to include expected testimony) and to exchange documentary evidence thus far developed. Any grievability/arbitrability issues will be discussed at this time.

**Section 4.** In the event the parties are able to agree on issue(s) and stipulations of fact, a joint submission statement will be developed and forwarded to the arbitrator. If the parties are unable to agree on an issue(s), each party will serve upon the other and the arbitrator, its version of the issue(s). The arbitrator shall determine the issue(s) to be heard.

**Section 5.** Arbitration hearings will usually be held on the Employer's premises during regular day shift hours of the normal basic workweek. In the event the parties agree to hold the hearing at facilities not under control of the Employer, the cost of such hearing facilities will be borne equally by the Employer and the Union.

**Section 6.** The arbitrator will be requested to render his/her decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing unless the parties otherwise agree. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement.

**Section 7.** The arbitrator's decision is binding on the parties to this agreement; however, either party may file an exception to the decision with the Federal Labor Relations Authority.

**Section 8.** The compensation and expense of the Arbitrator and Arbitration shall be borne equally by the parties. Where not required by the Arbitrator, either party shall have a right to a transcript at their own expense.

**Section 9.** Grievances which are appealed to Arbitration and which contain continuing liability shall be given priority over all other grievances in the Arbitration procedure at that time.

**Section 10.** Should either the Union or the Employer raise a question of grievability/arbitrability, the Arbitrator will be requested to issue a bench decision and rationale on that issue prior to considering any other issue raised in the case. If the Arbitrator determines the matter grievable/arbitrable, he/she shall hear the remaining issues; if he/she finds the matter not grievable/arbitrable, the grievance shall be withdrawn. Separate arbitrators may be utilized for grievability/arbitrability issues and for merit issues if mutually agreed by the Parties.

**Section 11.** The arbitrator shall have full authority to award back pay and attorney fees to the extent authorized by controlling law and regulation.

**Section 12.** In arbitration over adverse actions for performance or conduct under 5 U. S. C., Sections 4303 and 7512, an arbitrator shall be governed by 5 U.S.C., Section 7701(C) of Title V.

### ***30. PAYROLL ALLOTMENTS FOR PAYMENT OF UNION DUES***

**Section 1.** To be eligible to make a voluntary allotment for the payment of Union dues, an Employee must: (a) be in the Bargaining Unit covered by this Agreement; (b) be a member in good standing with the Union; (c) have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues; and (d) request

the allotment on the prescribed form (SF-1187) which has been certified by an authorized Union official.

**Section 2.** The Union shall: (a) inform and educate its members on the voluntary nature of the dues allotment program, including conditions governing revocation of allotments, during non-duty hours; (b) purchase and distribute the Standard Form 1187, "Request for Allotment of Labor Organization Dues" (SF-1187), to its members; (c) certify on the SF-1187 the amount of dues to be withheld each bi-weekly pay period; (d) promptly forward completed SF-1187's to the appropriate servicing Human Resources Site Office; (e) provide the appropriate servicing Human Resources Site Office with written notification of the name of any Employee on dues allotment who has been expelled or who has otherwise ceased to be a member in good standing; (f) provide the Employer with the names and signatures of Union officials authorized to certify the SF-1187 form on its behalf or any changes thereto.

**Section 3.** Changes in the amount of Union dues shall not be made more frequently than once every twelve months.

**Section 4.** The Employer shall ensure that only eligible Employees are on the dues withholding listing. The Human Resources Site Office, upon receiving a completed SF-1187 from the Union, will certify on the SF-1187 that the Employee is a member of the bargaining unit (if appropriate) and promptly forward the SF-1187 to the local Payroll Customer Service Representative for processing. Upon receipt of a properly completed and certified SF-1187 from the servicing Human Resources Site Office, the local Payroll Customer Service Representative shall arrange to withhold the Union dues in accordance with existing pay periods and procedures under which Employees are regularly compensated. The dues deduction will be effective as soon as possible, normally no later than one (1) full pay period following receipt of the SF-1187 by the local Payroll Customer Service Representative. DFAS, SEO will timely remit a check to the Union together with: a listing of the Employees for whom dues deduction has been effected; the total number of Employees for whom dues have been deducted, and the names of any Employees for whom no dues were withheld due to insufficient earned pay to cover allotment.

**Section 5.** Dues allotments will be terminated automatically:

- a. Upon loss of exclusive recognition by the Union, effective at the beginning of the first full pay period after such loss of recognition;
- b. When the dues withholding agreement is terminated;
- c. When an Employee ceases to be eligible for inclusion in the Union in good standing effective with the first pay period after receipt by the Employer of written notice from the authorized Union Official;
- d. Transfer of the Employee resulting from a change in employment status to a position outside the bargaining unit.

**Section 6.** An Employee may obtain a written request for the revocation of an allotment (SF-1188) from the servicing Human Resources Site Office at any time. The request should be submitted to the servicing Human Resources Site Office. Revocations will be effective the first full pay period following the anniversary date of the original form 1187, or any successive anniversary date. A copy of the SF-1188 will be provided to the Union.

**Section 7.** The Employer shall provide withholding of Union dues at no cost to the Union.

**Section 8.** Any SF-1187 submitted to the servicing Human Resources Site Office, that is not processed will be returned to the Union with the reasons why it was not accepted.

**Section 9.** Errors. Either party may notify the other of any error which it believes has been made in the amount of dues deducted or transmitted. Upon verification of an error by the Union

or Employer, the responsible party shall make the appropriate request for adjustment as appropriate within the subsequent 30 calendar days. An explanation of the adjustment shall accompany any adjustment request.

### ***31. EFFECTIVE DATE AND DURATION OF AGREEMENT***

**Section 1.** This agreement shall become effective upon the date of approval by the Department of the Defense, and shall remain in full force and effect for three (3) years from that date, except that this Agreement shall terminate and not be enforceable at any time if it is determined that the Union is no longer entitled to exclusive recognition under the FLMRS.

**Section 2.** At least sixty (60) but not earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement, the parties, upon written notification by either party, shall meet for the purpose of arranging for its negotiation. If neither party serves notice to negotiate, this Agreement shall be automatically renewed for a two (2) year period subject to other provisions of this Article and subject to conformance to law, applicable public policies, instructions of the Department of Defense and the Department of the Navy and regulations of other appropriate authorities and subject to approval by the Department of Defense.

**Section 3.** By mutual consent of the Parties, this Agreement may be opened at any time for amendment and for supplemental agreements not contained herein. The nature of the desired change and reasons therefore shall be given by the moving party with a required response of thirty (30) calendar days by the other party. Amendments shall be binding upon approval by the appropriate authority.

**Section 4.** A copy of this Agreement and all amendments shall be provided by the Employer to each Employee in the Bargaining Unit. The employer agrees to furnish the union with a minimum of 50 copies of this agreement at the time it is printed for union use.