

**Collective Bargaining Agreement  
between  
Navy Munitions Command CONUS West Division**



**and**

**American Federation of Government Employees  
Local 3723**



**Approved by Secretary of Defense  
16 February 2011**

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## **APPENDIX**

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## **PREAMBLE**

This AGREEMENT is made by and between the NAVY MUNITIONS COMMAND CONUS WEST DIVISION (NMC CWD) thereafter referred to as the “Employer” or “Agency” and INTERDEPARTMENTAL LOCAL 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. 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 named labor organization is the exclusive representative of all Employees in the unit as indicated below:

**INCLUDED:** All non-professional Employees of the Department of the Navy, Navy Munitions Command CONUS West Division, Seal Beach, California, including its units, detachments and annexes.

**EXCLUDED:** All professional Employees, management officials, supervisors, Employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

# 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.** 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 3.** 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 4.** The requirements of this Agreement 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; and in accordance with applicable laws:

(1) 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;

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

(3) 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

(4) 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, 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 AND REPRESENTATION**

**Section 1.** The Union is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the unit as defined in Article 1. The Union is responsible for representing the interests of all Employees in the unit without discrimination and without regard to labor organization membership.

**Section 2. Formal Discussions.** The Union shall be given the opportunity to be represented at any formal discussion meetings between one or more representatives of the Employer and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. The Union will be given advanced notice of any formal discussion meetings, but not less than two (2) calendar days where practicable. Unless conditions make it impracticable, the Union will be afforded the opportunity to have a brief private discussion of up to fifteen (15) minutes with all interested bargaining unit Employees after the formal meeting. The Employer will explain the purpose of the meeting to the Employee(s) and Union.

**Section 3. Investigative Interviews.** The Union shall be given the opportunity to be present at any examination of a bargaining unit Employee by a representative of the Agency in connection with any investigation if the Employee reasonably believes that the investigation could result in disciplinary action against him/her and the Employee requests Union representation in accordance with the Employee's Weingarten Rights. The Union understands that it is not the Employer's responsibility to offer Union representation.

The Employer will explain the purpose of the meeting to the Employee.

**Section 4.** In accordance with 5 USC 7114, the Employer agrees to recognize the National Representatives of the American Federation of Government Employees and the duly elected or appointed representatives of the Union, or any such person contracted with the Union to provide representation such as an attorney or business agent as representatives of bargaining unit Employees as defined in Article 1. Permission to enter any base, including explosives areas, where AFGE Local 3723 has bargaining unit Employees is subject to the Union informing the Agency Commanding Officer or their designee reasonably in advance of:

1. Name of visitor or representative;
2. Union position held or relationship with the Union;
3. Expected time of arrival and approximate duration of visit;
4. Purpose of visit;
5. Any Employer official or Employee who they wish to contact.

The Agency will allow bargaining unit Employees to attend Union sponsored “lunch and learn” sessions during their lunch hour outside the explosives arc, the location to be designated by the Employer. The Employees will be allowed reasonable travel time to and from the sessions, which will not be a part of their lunch time. The amount of travel at each site will be determined by the Employer.

It is understood that NMC CWD is a “tenant” on all bases where bargaining unit Employees are assigned. That being the case, the NMC CWD Commanding Officer or their designee shall coordinate the request for a visit to a base with the Commanding Officer or their designee of the base where a visitation is requested. It is understood that the Commanding Officer or their designee, on all bases where AFGE 3723 has bargaining unit Employees may restrict such visitor to certain areas and/or reserve the right to

escort the visitor to any area on the base as security requires. It is understood that the granting of access to the command's base and/or its facility is solely at the discretion of the Commanding Officer or their designee of the command within applicable laws and regulations. This section is inapplicable to any person whom already has permission to enter any base through alternative means.

**Section 5.** The Employer agrees that there will be no restraint, interference, coercion, or discrimination against any Union representative because of the performance of their duties/responsibilities under this Agreement. The Union agrees to submit to the Employer a list of officers and stewards quarterly and to update the names as changes occur.

**Section 6. Union Officials.** For purposes of administering this Agreement, the Agency agrees to recognize the following AFGE Local 3723 officials of the Union: President, Vice President, Secretary, Treasurer, one Unit Executive Officer, Business Agent, Appointed/Contracted Legal Counsel, Steward(s), "ad hoc stewards" and any other person whom the Union contracts with to provide representational duties. Ad hoc stewards will only be granted official time for attendance at formal discussions and meeting with new Employees pursuant to Section 11. Stewards will be granted official time to travel within their zones if the representational duties cannot reasonably be handled via telephone and/or email. If the representative duties cannot be handled via the aforementioned, the Union will discuss the need with the supervisor who will make the appropriate arrangements pursuant to Article 7, Section 4. It is understood that the Employer will not pay any costs associated with the travel excluding official time nor will the Union official be allowed the use of government vehicles in the performance of this work. It is understood that Union representation in investigative interviews if requested by the Employee pursuant to Article 5 will be done in person by the Union official unless the Union agrees to an alternative process, i.e. over the telephone, via VTC or other communication means.



The Union will appoint the number of stewards within the defined zones below necessary to effectively represent unit Employees.

The allotted number of stewards within each zone will be one steward for every sixty (60) bargaining unit Employees assigned within each zone. To determine the number of stewards allowed per zone, the Employer will take the number of bargaining unit Employees assigned within a zone and divide that number by sixty (60). The rounding up rule of .5 plus 1 will apply to determine the addition or subtraction of a steward within a zone (e.g. 60 times .5 = 30 thus sixty (60) plus thirty (30) plus one (1) = ninety-one (91) and an additional steward would be authorized). If the number of bargaining unit Employees falls below the .5 + 1 rule then the Union will need to eliminate one steward. The Union will be allowed a minimum of one (1) steward within Zones 1, 3, and 4 and a minimum of two stewards in Zone 2. It is understood that the Unit Executive Officer will be included within the number of stewards in any of the below listed zones. For any Zone that has only one (1) steward, the Union will be allowed to have one (1) alternate steward for each appointed steward. It is understood that this alternate steward will act in the place of the appointed steward only when the appointed steward is on approved leave or is on official Union representational travel time and/or is on official representational time at a base that is not their assigned base. The Union will be afforded forty hours (40) of official time during the life of the contract to allow for training and observation by the alternates or stewards under Article 7. The scheduling of this time will be at the discretion of the Employer. The Union will provide the Agency with a current listing, as changes occur, of these officials in a timely manner. The listing for stewards will include the area of assignment by zone as indicated below:

**Zone #1:**

Detachment El Centro  
Detachment North Island  
San Clemente Island Annex  
Detachment Point Loma

**Zone #2:**

Ordinance Support Office (OSO) Seal Beach (a maximum of 1)

Unit Seal Beach (a maximum of 2)

Fallbrook Annex (a maximum of 1)

Detachment Point Mugu (a maximum of 1)

**Zone #3:**

Detachment China Lake

Detachment Lemoore

Detachment Fallon

**Zone #4:**

Detachment Indian Island

Detachment Whidbey Island

In addition to the above, the Unit Executive Officer will act as a steward in their assigned Zone, but will also be able to act as a steward in any other zone. The Unit Executive Officer will be granted up to one-hundred and sixty (160) hours of official time for travel outside of their assigned Zone during the life of the contract. They will not be provided costs for any travel excluding official time for such travel.

**Section 7.** The Union agrees to accept all eligible Employees as members without discrimination as to race, color, religion, sex, or national origin.

**Section 8.** The Union has the right to request to negotiate with the Employer on personnel policies, programs and procedures related to conditions of employment, which are within the authority of the Employer in accordance with all applicable laws and regulations and the terms of this Agreement. The Union has the right to negotiate the methods and procedures that will be used in implementing all existing and future laws, rules, regulations and policy changes affecting working conditions and their impact and implementation, and which are within the Employer's authority to

negotiate. The Union must be informed of any changes in accordance with Article 9 of this collective bargaining agreement.

**Section 9.** The Employer agrees to permit Employee representatives of the Union to distribute literature. The literature to be distributed must be Union representational in nature, including scheduled Union events, which is non-offensive in content. Such distribution may occur only during non-duty hours and in non-duty work spaces of the Employees involved in the distribution and in the receipt of the literature.

**Section 10.** Upon request of the Union, Employees who are selected to serve in the capacity of Local Officer or representative or other internal Union business, which requires absence from the job, may request leave without pay consistent with work requirements as determined by their supervisor.

**Section 11.** The Union will be given fifteen (15) minutes to orientate in person if a Union official is domiciled where a new Employee is assigned. If there is no Union steward at the location of a new Employee, the “ad hoc” steward will be allowed to meet with the new Employee. The meeting can be accomplished within forty five (45) calendar days of the Employee’s start date if the new Employee desires to meet with the Union. The Union will be provided monthly reports of new Employees within their bargaining unit. The Union official will request official time from their supervisor if the Employee wants to meet with the Union. This time will be official time for both the Employee and the Union member meeting with the Employee, if the Union official is also an Employee of the command. The Union will cover labor relations law, the provisions of this Agreement, the right and procedure to join the Union and other agreements between the Employer and the Union. At the time of this orientation, the Union will be permitted to distribute their Weingarten Rights handout.

## **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 but are not limited 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;
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees;
- c. Any other right that is reasonably related to the Employees' ability to form, join, and/or assist the Union.

**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 sponsored by the Agency (i.e., Combined Federal Campaign, Bond Drives, Blood Donor Drives, etc.) will be on a voluntary basis.

**Section 4.** A unit Employee will be granted official time pursuant to this Agreement and the laws and regulations and consistent with the needs of the Employer for the areas listed below to:

- a. Discuss matters of concern with a Union representative;
- b. Present their grievance to the Employer and arbitrate such grievance;
- c. Serve as a witness in any of the following:

- (1) Arbitration hearing;
- (2) Hearings for any Administrative forum relevant to their employment with the Employer pursuant to applicable laws and regulations;
- (3) Depositions for any Administrative forum pursuant to applicable laws and regulations;
- (4) Provide information/serve as a witness as required by order and/or regulation of the Federal Labor Relations Authority pursuant to applicable laws and regulations.

**Section 5.** Nothing in this Agreement shall require an Employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

**Section 6.** No Employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of (a) the servicing Human Resources Site Office; (b) the Dispute Resolution Center; (c) the Occupational Safety Office; and (d) Civilian Employee Assistance Program Counselor during duty hours. Employees must receive advance permission to leave the work area if it is necessary to personally visit an office, subject to workload.

**Section 7. Weingarten Rights.** An Employee may request Union representation for any examination regarding an investigation in which the Employee believes that discipline or adverse action may result. It is not the responsibility of the Employer to offer Union representation to an Employee who is involved in an examination regarding an investigation.

**Section 8.** 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 the fact that the collective bargaining agreement between the Parties can be viewed online on

the Agency's Intranet. Employees may print one copy of the Agreement using the Employer's facilities. If at any point the Agency no longer had an Intranet, the Agency will provide a copy of the agreement to any Employee upon request.

**Section 9.** All Employees have the right not to be subjected to intimidation, harassment, or humiliation in the workplace, regardless of any status, background, or class, and the right to be treated in an equitable manner.

**Section 10.** An Employee or a representative of the Employee, who has been authorized in writing by the Employee, may review the contents of their Official Personnel Folder (OPF). The Employee has access to electronic official personnel actions (SF-50) and can print their own SF-50's from a government computer. The Employee may also request specific documents to be duplicated from their OPF. The Employee will print their own SF-50's or request specific documents, e.g. personnel actions not available electronically, beneficiary forms etc. whenever possible to reduce the risk of an OPF being lost in the U.S. Postal mail system. However, when the Employee, or their designated representative, desires to review the entire OPF, the Employee will make the request to their servicing Human Resources Office (HRO) and arrange for the OPF to be reviewed. Once the OPF is received at the local HRO, the Employee will be promptly, but in any case no more than seven (7) calendar days, notified where they can review the OPF. Employees understand they are not to remove any information from the file. The HRO or any other authorized official agrees to protect the privacy of the OPF while it is in the review process. Employees are responsible for maintaining personal copies of official personnel documents, such as SF-50's and benefits forms. By maintaining personal files, Employees maintain their own ready access to documents as needed and reduce the risk of an OPF being lost.

**Section 11. Employee Personnel Files.** The Employer will ensure that Employee personnel files (containing any official records maintained as part of the Employer's system of records)

kept by supervisors will be stored in a secured space and will only be accessible to those who have an official need to know the information.

**Section 12.** Employees acknowledge that Government resources, including but not limited to, computers, telephones, vehicles, and credit cards are for official use only. Personal use of Government property or resources without permission will result in the Employee being issued either a disciplinary action or an adverse action.

## **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. Either Party will bring such problems or disputes to the attention of the other Party expeditiously. If informal resolution is not possible, conflicts will be resolved per this Agreement or any other means available to the Parties.

**Section 2.** Should either Party believe that the other has committed an Unfair Labor Practice (ULP) as defined in the FLRA, that Party shall serve written notice of the alleged violation of the Act upon the other Party. The Union will serve written notice using Charge Against an Agency Form (FLRA Form 22; Appendix A); and the Employer will serve written notice using Charge Against a Labor Organization Form (FLRA Form 23; Appendix B). For the Employer, the receiving official shall be the Commanding Officer or their designee; for the Union, the receiving official shall be the President of the Union, Local 3723 or their designee. The Party so served shall have fifteen (15) calendar days from receipt of service to investigate the matter and meet with the other Party in an attempt to informally resolve the allegation. If the matter is not resolved after the expiration of the

fifteen (15) calendar day period, the charging Party may proceed to FLRA. The fifteen (15) calendar day timeframe may be extended by mutual agreement.

## **7. OFFICIAL TIME**

**Section 1.** Officers and Stewards of AFGE Local 3723 may be authorized a reasonable amount of official time away from the job, as mission requirements allow, to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7114. However, official time is not authorized for such activities as solicitation of membership, collection of Employee dues, campaigning for offices, or other matters pertaining to the internal business of the Union. If official time is rescheduled and the request for official time was within the contractual time limits then extension for submission will be granted.

a. Union representatives and stewards will be permitted a reasonable amount of official time to conduct the representational functions outlined in Section 2 of this Article.

b. Meetings between management and the Union as set forth in this Agreement will be conducted during regular working hours unless otherwise agreed by the Parties. It is understood that no premium pay, overtime, etc. will be paid for hours of official time outside of the Union representative's regular work hours.

**Section 2.** Regarding the items listed below, reasonable and necessary official time for representational functions performed by Union officers and stewards will be authorized including necessary travel time within the appointed steward's assigned zone as set in Article 4, if the representational duties cannot reasonably be handled via telephone and/or email. If the representative duties cannot be handled via the aforementioned, the Union will discuss the need with the supervisor who will then make the appropriate arrangements pursuant to Section 3 of this Article. It is understood that the Employer will not pay any costs associated with the travel



excluding official time nor will the Union official be allowed the use of government vehicles in the performance of this work. It is understood that Union representation in investigative interviews, if requested by the Employee pursuant to Article 5, will be done in person by the Union official unless the Union agrees to an alternative process, i.e. over the telephone, via VTC or other communication means. It is understood that if an officer or steward of AFGE Local 3723 is assigned official time outside their zone that no official time will be granted for travel. The only official time in this instance will be for the actual time spent at the location conducting representational duties which include:

- a. Investigate, including pre-filing discussions with Employees, process, and present a grievance to the Employer or an arbitrator;
- b. Participate on any team, committee, or study group as may be authorized by this Agreement and the Employer as may be otherwise agreed to by the Parties;
- c. Review and respond to memoranda, letters, and requests from the Employer which affects personnel policies, practices, or working conditions;
- d. Meet and confer with Employer representatives on Employer initiated changes to matters and subject to negotiation under this Agreement of any applicable law, rule or regulation;
- e. Attend formal discussions and examinations in accordance with the Employee's Weingarten Rights and the provisions of this Agreement;
- f. Attend other scheduled meetings with Employer representatives;
- g. Participate in any process, claim or complaint as may be required by order or regulations of the Federal Labor Relations Authority;
- h. Attend meetings in the capacity of an observer where bargaining

unit Employees have elected to pursue a grievance or settlement agreement without Union representation;

i. At Management's sole discretion, assist as a technical representative at arbitrations when the primary representative, such as an attorney or business agent, is not entitled to official time;

j. At Management's sole discretion, to observe or assist in any grievance or arbitration.

**Section 3.** The Union agrees that prior to performing appropriate business described in Section 2 above, officers and stewards shall first request permission from the appropriate on-duty supervisor utilizing the Request for Official Time Form in Appendix C of this Agreement. The request for permission shall include a description of the nature of the business to be transacted, the location of the work to be performed, the name of the grievant/Employee and the approximate duration of the absence. In addition, prior to entering a work area under the cognizance of another supervisor, the supervisor of the Union representative shall contact that immediate supervisor or relief supervisor in the immediate supervisor's absence and obtain advanced permission from the grievant/Employee's supervisor before entering their work area, and state the nature of the business and the name of the Employee to be contacted. The contact between the supervisors will take place as soon as possible to obtain approval so that the meeting between the steward and the Employee can take place within forty-eight (48) hours, unless this timeframe is unobtainable. If the officer/steward or grievant cannot be spared at the requested time from their location, the appropriate supervisor on duty shall inform the officer/steward of the time that permission may be granted to leave the job. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission, and will not unreasonably delay meetings between the steward/officer and the Employee. The Employee and the officer/steward will report their return to work to the appropriate supervisor on duty.

**Section 4. Requesting and Recording Official Time.** Union officials and stewards will utilize the Request for Official Time Form in Appendix C for requesting and recording official time used for representational purposes. This form will be submitted to their immediate supervisor. After supervisory endorsement, a copy of the form will be returned to the Union representative and the original will be retained by the Employer. The Union representative will advise the supervisor upon their return to the work area. Failure to request official time utilizing this document will result in denial of the official time without recourse of a grievance or any other appeal, unless waived by the supervisor. The Employer will produce the form upon request of the steward or an Employee, and the form will be available on the Intranet.

**Section 5** It is management's intent to maintain stability of work areas and shift assignments consistent with workload and manpower requirements. When it becomes necessary for management to change shift or work areas for Union representatives, affected Employees will be given reasonable advance notice.

**Section 6. Training.** The Employer agrees that official time not to exceed one-hundred and twenty (120) hours per calendar 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. This travel will be deducted from the number of hours authorized in this Section. The number of training hours will be pro-rated at fifteen (15) per month for determining the available number of hours at the time of negotiation of this Agreement until the end of the calendar year.

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

### **Section 1. Union office space, office utilization and furniture.**

a. **Office Space and Utilization.** The Employer will provide office space, to be determined by the command, for use by AFGE Local 3723 at the location of the President of the Local. The Employer will also provide space for the Union to store items at the Indian Island location. Routine cleaning services will be provided by the Union regarding their office space.

In addition, it is understood by the Parties that the NMC CWD is a “tenant” on all bases where bargaining unit Employees are assigned. As such, there is no guarantee that this space will always be available to the Union. If the command in charge of a base where bargaining unit Employees are assigned requests the space, to be returned to their control, the Union will be given reasonable notice and negotiations for another office will ensue.

The Union offices will not be utilized to conduct 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 an emergency, it is agreed that a Union official will be present during any type of Employer access.

b. **Office Furniture.** 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. It is understood that there is no guarantee that any furniture will be available. If no furniture is available, the Union understands that they will have to provide their own furniture.

**Section 2. Union Parking.** The Agency agrees to provide open parking for unit Employees at each of the base locations. The Union will be provided notice of proposed temporary or permanent changes to installation parking facilities in accordance with the

provisions of this Agreement. It is understood by the Parties that NMC CWD is a “tenant” on all bases where bargaining unit members exist. As such, there is no guarantee that this parking space will always be available to the Union. If a command where bargaining unit Employees exist requests the spaces to be returned to their control, the Union will be given reasonable notice and negotiations for parking will ensue.

**Section 3. Communications.** The Union office will be provided with the following:

a. **Telephones.** The Employer will provide free of charge in the Union office, base and local telephone service. It is understood that the Union will be allowed to make long distance Union related telephone calls only to the bases that are under the auspices of the Agency and where bargaining unit Employees are assigned. Any upgrades to the level of service will be borne by the Union. The Union office telephone number(s) will be listed in the Employer’s telephone directory(ies) under AFGE Local 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.** 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.

c. **Bulletin Boards.** The Employer agrees to provide bulletin board space, at locations to be determined by the Employer for the sole use of the Union for posting and/or displaying Union literature, correspondence, notices, and other information of interest to unit Employees. Bulletin Boards will be placed in a location where it can be seen by bargaining unit members. The Union will purchase their own bulletin boards, locking if they so choose, which will

conform to the uniform size of the current bulletin boards in the areas of placement. All material shall not violate any law or the security of the activity. All such material shall indicate it was issued by the Union, and the Union shall be solely responsible for material placed on boards by appropriate Union officials. It is understood that no material will be posted on the Union bulletin board that is offensive to those Employees who are not dues paying members. The Union will need to provide any additional bulletin boards, the size to be authorized by the Employer consistent with spacing needs.

d. **Computers.** The Union will be allowed to use government computers at the Union official's work site during non-work hours for Union business to the extent it does not unreasonably interfere with operations.

**Section 4.** Upon reasonable advance request by the Union, the Employer may, at their discretion, provide meeting space during official hours of business in areas occupied by the Employer for conducting representational duties as described within this Agreement.

## **9. NOTICES AND NEGOTIATIONS**

**Section 1.** It is agreed and understood that matters appropriate for negotiation between the Parties are personnel policies and practices and matters affecting general conditions of employment of Employees in the unit which are within the discretion of the Employer. Such negotiations will be in accordance with the requirements of 5 USC 71. The Employer will not unilaterally change any provision of this Agreement or implement any new regulation, policy, or practice that is within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation. It is understood by the Parties that in the event that the Employer or the

Union declares impasse during the negotiations, the Employer may at its own peril implement the change in working conditions.

**Section 2.** The following will constitute the procedure for notification and a request to bargain:

**Step 1.** As soon as practicable, the Employer shall notify the Union in writing that the Employer intends to make a proposed change and will advise the Union of the proposed implementation date. The Union shall acknowledge written receipt of the Employer's notification.

**Step 2.** Within fourteen (14) calendar days after the Union's receipt of the notification provided in Step 1 above, the Union, if it desires to negotiate the proposed change, shall submit a written notification to the Employer to that effect and attach its written proposal(s) for the Employer's consideration. The Employer shall acknowledge written receipt of the Union's notification and proposal(s). If the Union does not request to bargain within the aforementioned timeframe, the Employer may implement the change and the Union waives any further request to bargain on the issue and/or waives the filing of any appeal to include but not limited to grievances and unfair labor practice charges.

**Step 3.** Upon receipt of the Union's request to negotiate and its written proposal(s), the Employer shall confer with the Union within fourteen (14) calendar days to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

**Step 4.** Upon reaching mutual agreement, the understanding reached shall be reduced to writing and duly executed by an authorized representative of the Employer and Union. In the event that after good faith diligent efforts on the part of the Union and the Employer mutual agreement cannot be reached, either the Employer or the Union may declare that an impasse has occurred. In the event this should occur, the declaring Party shall take all necessary and proper written action to resolve the impasse in

accordance with governing law, rule, and regulations. It is agreed and understood that in the event the Union declares the impasse, the Employer may implement its last best offer pending formal resolution of the impasse.

**Section 3.** Negotiation teams will be composed of an equal number of representatives present on official time.

**Section 4.** Where negotiations are required, the meeting normally takes place in the Employer's facility. The Employer shall make shift adjustments for Union representatives, as necessary, to accommodate the bargaining process.

**Section 5.** The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this agreement shall be the duly elected President of the Union or their designee and the Agency Commanding Officer or their designee for the Employer.

**Section 6. 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, situations may arise in which the Employer must engage in strategic sourcing studies to determine the best alternatives to mission accomplishment. These may be Commercial Activity Studies and Functionality Assessments. 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 pursuant to the applicable regulations.

**Section 7. Requests for Information.** Should a Party require documents or other evidence that is in possession of the other Party, the requesting Party should send a written request using the Request for Information Form found in Appendix D to the Commanding Officer or their designee. The Commanding Officer or their designee will respond in writing by either (a) producing the requested documents or other evidence, or (b) providing a detailed



response as to why the documents or other evidence is not being provided using the Reply to a Request for Information Form found in Appendix E. The request may be submitted via hardcopy correspondence, fax, or e-mail. The Employer will respond to the request within fourteen (14) calendar days.

**Section 8. Wage Surveys/Inspections.** The Employer agrees to notify the Union promptly whenever notice is received of forthcoming wage surveys, and Navy or Office of Personnel Management periodic or special inspections covering matters within the purview of this Agreement.

**Section 9. 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 10. Weingarten Rights Notices.** The Employer will annually inform all Employees in writing of their Weingarten rights to Union representation during examinations in conjunction with investigative interviews.

**Section 11. Bargaining Unit Employee List.** The Employer agrees to furnish yearly to the Union (for its internal use only) a list which will contain the names, grades, and position titles of all Employees in the bargaining unit of AFG 3723.

**Section 12. 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 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. The inclusion or exclusion of a duty or set of duties in a position description does not limit duties that may otherwise be assigned to an Employee; the description should be amended, however, when undescribed assigned duties become regular or significant.

Chapter 51 of Title 5, U.S. Code establishes the principle of providing equal pay for substantially equal work and this principle must be applied when positions are classified. 5 CFR 550, 5 CFR 531 and 5 CFR 532 regulate compensation and salary to include hazard pay and environmental differentials.

**Section 2.** 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 3.** An Employee may initiate a request to review their position description with their immediate supervisor if they feel there are 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. The supervisor will meet with the Employee within thirty (30) calendar days of the request. If the supervisor agrees that material differences exist, arrangements may be made for preparing a new position description or preparing an amendment to the current position description as soon as practicable. When the supervisor indicates the position description accurately describes the duties assigned, a dissatisfied Employee may appeal the classification (pay plan,

series and grade level) of the position. General Schedule (GS) Employees may appeal the classification of their position, (the title, series, and grade) to DOD or OPM. Federal Wage System (FWS) Employees must appeal first to DOD and then may appeal to OPM. Classification appeal decisions will determine the proper title, series, and grade of the position. Further information about filing a classification appeal may be obtained from the Servicing Human Resources Office.

**Section 4.** If an Employee wishes to appeal, that Employee may personally file a classification appeal or designate, in writing, a representative to assist in the preparation and presentation of the appeal subject to the requirements of 5 CFR 511.608.

**Section 5.** Where the classification of a position results in the reduction in grade of an Employee, the Employee may file a grievance through the negotiated grievance procedure or file an appeal through the Merit System Protection Board (MSPB), but not both.

## **11. SAFETY AND HEALTH**

**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. Safety Equipment**

a. 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.

b. As an alternative to Employer-furnished safety glasses and safety shoes, Employees may elect to purchase safety shoes/glasses of their own choosing pursuant to NMC CWD Instruction 7010.

c. The Employer shall provide appropriate storage for required protective clothing and safety devices. 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. Unsafe or Unhealthy Conditions.**

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 will report it to their supervisor.

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 request that the work either be continued or stopped. In the event that an Employee is requested to continue work, the employee may decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk or death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures, ref 29 CFR 1960.

**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 at all NMC CWD Detachments, the Union is encouraged to maintain liaison with the Installation Occupational Safety and Health (OSH)

Representative and the Detachment Explosives Safety Officer (ESO) to exchange ideas on safety, and to discuss the latest developments in ORM and mishap prevention.

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

**Section 8.** For Employees who operate a video display terminal twenty (20) or more hours per workweek, the Employer agrees to provide appropriate workstations and chairs. It is understood that this is subject to management's determination and budgetary considerations.

**Section 9.** Employees assigned to work on a video display terminal (VDT) on a full time, continuous basis shall be permitted a ten-minute alternate task every two 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 should provide reasonable comfort consistent with Department of Navy standards considering the nature of the process and the work performed.

**Section 12.** Whenever hazardous or unhealthy conditions are suspected in working areas, the Employee may call this condition to the attention of supervisor(s) in the working area in question. If the problem is not resolved, the Employee may contact the OSH Representative or ESO to report an unsafe/unhealthy working condition.

**Section 13.** Employees have the right to be free from workplace violence. In an effort to resolve matters efficiently and at the lowest possible level, Employees and/or the Union will report allegations of workplace violence to management as early as

possible after becoming aware of an incident.

**Section 14.** The Voluntary Personal Protection Program (VPP) is an important part of the Command's commitment to its Employees. One Union representative from Unit Seal Beach will be assigned to the VPP committee when NAVWPNSTASB includes the tenant NMC CWD Unit Seal Beach to participate. The Union President will select this member.

## **12. WORKER'S COMPENSATION (ON THE JOB INJURY)**

**Section 1.** An Employee who sustains an on-the-job injury is entitled to first aid and medical care pursuant to the Office of Workers' Compensation regulations. 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. Supervisors, if present, will ensure initiation of obtaining emergency treatment and ambulance service for Employees when required.

**Section 2.** When Employees, or their representative, report an illness or injury that has occurred in the performance of official duties, supervisors will remind the Employee of their right to file a CA-1 and provide one to the Employee if one is requested. If the Employee requests a CA-1, they will be provided with one and they will be advised to contact the Injury Compensation Office if they have any questions about how to complete the form and their compensation benefits. If the Employee chooses to complete a CA-1, it will then be given to their supervisor who will complete their portion of the CA-1 form in accordance with the form's instructions. The supervisor will then provide the completed form to the Employee. It is then the requirement of the Employee to properly complete and file the CA-1 with the Injury Compensation Office.

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. Employees who sustain work related injuries or contract an occupational disease and are not totally disabled, are required to inform their treating physician that limited duty may be available and provide current medical documentation to their supervisor and the Injury Compensation Office which denotes physical restrictions.

**Section 3.** If an Employee is disabled for work as a result of an on-the-job injury and files a CA-1 within thirty (30) calendar days of the injury, the Employee may be entitled to receive Continuation of Pay (COP) from the Employer in accordance with 20 C.F.R. 10.220. COP is paid for up to forty five (45) continuous calendar days of disability and is not charged against leave.

**Section 4.** 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 their position, will be restored to duty in that position or an equivalent position in accordance with 5 U.S.C. 8151 and 5 CFR 353.301 et seq.

**Section 5.** Employees, or their representatives with written permission from the Employee, will be permitted to review documents relating to their claim, as authorized by Office of Workers' 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. All policies concerning the denial or granting of annual leave will be applied uniformly and consistently among all Employees. Denial of a leave request or cancellation of approved leave normally needs to be based on the necessity for the

Employee's services, and leave will not be denied solely on the basis of amount requested.

b. Approval. Consistent with the needs of the Employer, annual leave that is properly requested in advance will be approved or disapproved in a timely manner by proper endorsement of the STANDARD FORM 71 (SF 71) and returned to applicant. Disapproved leave will include a written reason.

c. Vacation Planning.

(1) To receive priority consideration, requests for annual leave for extended periods of time of one or more basic workweeks will be submitted to the supervisor no later than the last day of February of each year. Employees who do not request annual leave for extended periods by the last day of 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 the last day of February. Requests for the same leave period submitted before or after the last day of February will be considered on a "first come, first served" basis.

(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 first use the amount of use or lose leave available for each Employee and second, if there is still a conflict use the earliest Leave Service Computation Date 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.

d. Procedures for Unscheduled Annual Leave for Emergency



Purposes. If an 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 they need to take leave that would prevent them from reporting to work as scheduled, the Employee must notify the supervisor by speaking with the supervisor, or if they are not available, leaving a voice message or email for them, at the earliest available opportunity, but no later than the beginning of the work shift. If, due to the nature and severity of the emergency, 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. If the Employee anticipates an absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the supervisor prior to the expected return to work time. The Employee will submit an SF71 to the supervisor on the day they return to work.

e. Advanced Annual Leave. Upon written request by the Employee and with reasonable justification to the Employer, annual leave may be advanced to the Employee and will be 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.

(3) Employee has not been issued a Letter of Requirement for attendance issues within the past 12 months.

f. Use or Lose Annual Leave. Normally, Employees may accumulate and carry over a maximum of two hundred and forty (240) hours of annual leave from one year to the next. Any annual leave to an Employee's credit in excess of this two hundred and

forty (240) hour maximum is known as Use or Lose Annual Leave. It is the Employee's responsibility to monitor and request scheduling of use or lose annual leave. Use or lose annual leave should be scheduled in reasonable increments for use throughout the leave year. Under certain circumstance unused annual leave which would ordinarily be forfeited may be temporarily restored. To be considered for restoration, the annual leave must have been scheduled and approved, in writing, on an SF71 at least three pay periods prior to the end of the leave year and subsequently denied due to administrative error, emergency of the Employer's business or Employee illness. A new leave year begins with the first complete bi-weekly pay period in the calendar year.

**Section 2. Attendance/Reporting.** Tardiness of less than sixty (60) minutes may be excused when the Employee has sufficient reason, can be spared, and the occasion for such excusal is infrequent, i.e., the Employee otherwise has a good attendance and punctuality record. Management may also consider approving the Employee's request to use accrued annual leave, compensatory time, or leave without pay; or may determine that the absence is unexcused and charge the time to absence without leave. An Employee for whom leave is approved may not be required to perform work for the period of leave charged.

### **Section 3. 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;

(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.

b. Family Medical Leave Act (FMLA) – Under the FMLA, most Federal Employees are entitled to a total of up to twelve (12) workweeks of unpaid leave during any twelve (12)-month period for the following purposes:

(1) The birth of a child of the Employee and the care of such child;

(2) The placement of a child with the Employee for adoption or foster care;

(3) The care of a spouse, son, daughter, or parent of the Employee who has a serious health condition;

(4) A serious health condition of the Employee that makes the Employee unable to perform the essential functions of their position.

c. Sick Leave for Family Care or Bereavement Purposes. The basic sick leave limit an Employee may use for family care and bereavement each leave year is forty (40) hours for full time Employees. An additional amount not to exceed sixty-four (64) 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. Sick leave under this provision may be used

for the following:

(1) Provide care for a family member who is incapacitated as a result of a physical or mental illness, injury, pregnancy, childbirth;

(2) For a medical, dental, or optical examination or treatment;

(3) Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

d. Medical Appointments. Absence for examination or treatment shall be requested in advance with the Employee's supervisor. Sick leave for such purposes shall 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 by speaking with the supervisor, or if they are not available, leaving a voice message or email for them, at the earliest available opportunity, but no later than the beginning of the work shift. If due to the severity of the illness or injury 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. If the absence extends beyond the initial estimated period, the Employee will provide notification on each day of absence unless otherwise specified by the supervisor or when the Employee is hospitalized. The Employee will submit an SF 71 to the supervisor on the day they return to work.

f. On-Duty Procedures for Unscheduled Sick Leave. If the illness 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.

g. Employee Certification. In accordance with 5 C.F.R. 630.403, Employees may be required to furnish a Medical Certificate to substantiate a request for approval of sick leave for an absence that exceeds three (3) consecutive workdays or for a lesser period when deemed necessary. Periods of absence on sick leave in excess of three (3) consecutive workdays must be supported by a medical certificate normally to be filed upon return to duty. The Employee will be given a reasonable time, but not less than fifteen (15) calendar days to provide such Medical Certificate from the date of the request. If the Medical Certificate is unacceptable, the Employer will notify the Employee and will provide the Employee the opportunity to remedy the defect within fifteen (15) calendar days. An Employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. In lieu of a medical certificate, the Employer may agree to accept the Employee's signed statement 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. Requirement for Medical Certification. In accordance with 5 C.F.R. 630.403, the Employer may immediately require an Employee to provide administratively acceptable documentation for any period of absence should the Employer suspect that the Employee is abusing sick leave. The Employer may also counsel the Employee regarding the suspected sick leave abuse and, if the Employee's sick leave record does not improve, notify the Employee in writing that all requests for sick leave must be supported by a Medical Certificate.

(1) Medical Certificate means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination or treatment, or the period of disability while the Employee was receiving professional treatment.

(2) 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.

(3) 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 two hundred and forty (240) hours at any time, in cases of serious illness or disability, in accordance with applicable existing rules and regulations, provided:

(1) An Employee holding a limited appointment may be advanced sick leave only in the amount that will be earned during the remaining period of employment.

(2) There is administratively acceptable evidence, substantiated by a statement from the Employee's personal health care provider 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 (80) 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. Upon advance request by the Employee, an approved absence, which would otherwise be chargeable to sick leave may be charged to annual leave.

k. 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 and annual leave, may make written request to the Employer to become a leave recipient under the Leave Donor Program.

#### **Section 4. Excused Absence.**

a. Excused absence refers to an authorized absence from duty without loss of pay and without charge to other paid leave.

b. Voting. 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 laws, 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 three (3) hours after the polls open or to leave three (3) hours before the polls close, whichever requires less excused time.

c. Blood Donation. At the discretion of the appropriate supervisor in relation to workload considerations, eligible Employees who volunteer to donate blood may be granted excused absence to cover travel to and from the donation site, the actual donation of blood, and recovery (up to four (4) hours). This provision does not

cover an Employee who gives blood for their own use or receives compensation for giving blood. Employees are urged to request absence for blood donation at least three (3) calendar 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. Should recuperation time beyond the four (4) hours be required, Employees may be granted sick leave.

**Section 5. Court Leave.**

a. In the event an Employee is called for jury duty, 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 works an Alternative Work Schedule (“AWS”) or a non-standard work shift, the Employee must change their schedule to a five (5) day, eight (8) hour a day schedule to accommodate the jury or witness schedule and then return to their normal AWS schedule on the first full pay period after completion of the jury duty or witness service. If an Employee is called for the above civic duty, the Employee shall notify the Employer promptly and present the summons for jury service directly to the supervisor within a reasonable time. 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 within a reasonable time. Allowances received for transportation may be retained by the Employee.

b. When an Employee who has been granted court leave 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 (normally two (2) 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. Employees must obtain approval for annual leave/leave without pay from the immediate supervisor at the time they are excused from jury duty.

c. A night shift Employee who performs court services during the



day is entitled to the night shift differential.

d. 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 DOD Financial Management Regulations. This provision will be applied with consistence to all other Articles of this Agreement.

**Section 6. Military Leave.** An Employee on a permanent appointment or a temporary indefinite appointment, including all appointments exceeding one (1) year, who is a member of a Reserve component of the Armed Forces or National Guard shall be granted military leave in accordance with Federal rules and regulations for actual time spent on active duty or while providing military aid to enforce the law. Military leave is for active duty periods and reserve duty periods.

**Section 7. Leave Without Pay (LWOP).** LWOP is a temporary non-pay status and absence from duty, which has been requested by the Employee and approved by the Employer.

a. Employees have an entitlement to LWOP in the following situations with proper documentation and advance notification to the Employer:

(1) Family Medical Leave Act provides covered Employees

with an entitlement to a total of up to twelve (12) weeks of unpaid leave (LWOP)

(2) Uniformed Services Employment and Reemployment Rights Act (USERRA) provides Employees with an entitlement to LWOP when employment is interrupted by a period of service in the uniformed service.

(3) Executive Order 5396 provides that disabled veterans are entitled to LWOP for necessary medical treatment.

(4) Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

b. Requests for LWOP may be approved in the following circumstances:

(1) To participate in study at an accredited institution of higher learning provided regulatory conditions and mission requirements are met.

(2) For up to twelve (12) weeks in addition to any other LWOP already used under FMLA 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.

c. 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;

(2) For leave granted in conjunction with death in the immediate family.

## **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 website. Employees are encouraged to participate in the development of a personal Individual Development Plan (IDP) 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. Build and retain a work force of skilled and efficient government Employees.
- c. Use 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 receive a degree from an accredited college or institution may submit a diploma or certificate of completion to Human Resources Service Center.

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

**Section 1.** The Parties agree to affirmatively support a policy of equal employment opportunity with regard to conditions of employment. 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 and all forms of harassment.

**Section 3.** Any Employee who believes that they have 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 for any EEO claim that concerns discipline or an adverse action as part of a grievance concerning that discipline or adverse action using the grievance procedure in Article 28 of this Agreement;
- b. A complaint of discrimination with the Agency utilizing the traditional complaint process (such as EEO complaint or ADR);
- 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.

The Employee shall be deemed to have elected an avenue of redress as outlined in this Section at such time as the Employee files a written grievance; a formal complaint of discrimination; or a written MSPB appeal.

**Section 4.** Employees are encouraged, but not required, to consult an Equal Employment Opportunity Counselor prior to filing a grievance under this Agreement.

**Section 5.** If the Employee elects to file a complaint of discrimination or an appeal to MSPB, the Employee is entitled to a representative of their choice, including an attorney, a Union representative, or other representative per the regulations covering representation in the arena they are involved in.

## **16. HOURS OF WORK**

**Section 1. Standard Work Schedule.** The basic administrative workweek is the calendar week of Sunday through Saturday. The basic workweek consists of forty (40) hours normally scheduled from Monday through Friday. The basic workday is scheduled over an eight (8) and one half (1/2) hour shift that consists of eight (8) hours of work and a half (1/2) hour lunch period. An Employee's work schedule including starting and quitting times will be established by the Employer. The Employer may take into consideration an Employee's desires and needs when assigning a shift start time and will act in a reasonable manner when determining shift start times.

**Section 2. Alternative Work Schedule (AWS).** Alternative work schedules may be established when the Employer determines such schedules do not adversely impact on the accomplishment of the work of the Employee's work unit. Final determination of an Employee's participation in an alternate work schedule rests with the Employer. Normally, an alternative work schedule shall be the 5/4/9 Compressed Work Schedule. Under the 5/4/9 AWS, Employees work five (5) days in one week, four (4) days the other week, within a two-week pay period. Within the five (5) day week, Employees will work nine (9) hours per day for four of the days, eight (8) hours on the remaining day. The four (4) day week will consist of four nine (9) hour work days, and one Regularly Scheduled Day Off (RDO). The requirement for 80 hours per biweekly pay period and regularly scheduled shifts 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 Employer. Such request will indicate the schedule they would prefer, setting out desired eight-hour days, RDOs and shift start time. The Employer 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 the request is compatible with other Employees' schedules. In the event that the Employer determines that AWS can be approved, but the requested schedule must be changed, they will work with the Employee to determine a different schedule. If AWS cannot be approved for any reason, the Employer will so indicate to the Employee in writing, within fourteen (14) calendar days of the date the Employee's request was submitted.

b. The Employer of an Employee on AWS may require an individual Employee to discontinue AWS temporarily, indefinitely or permanently after providing reasonable notice of such change in accordance with Article 9 of this Agreement. The change in any AWS will conform to the OPM regulation governing AWS.

**Section 3.** The Employer and the Union encourage the utilization of car pools.

**Section 4.** Lunch periods shall be taken within the first six hours of the beginning of the work shift. The Employer agrees to continue the past practice for lunch and break periods, provided they are legally permissive.

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

**Section 1.** If some but not all Employees in a qualified overtime group are required to accomplish the overtime or holiday assignment, the Employer will first solicit volunteers. If there are insufficient volunteers in a qualified overtime or holiday group, the

Employer will then assign the overtime or holiday premium to the necessary number of Employees starting with the Employees with the least seniority based on service computation date. If there are too many volunteers then the Employer will select in order of most seniority.

**Section 2.** All overtime paid shall be recorded as overtime worked for the purpose of this article. Sick and Annual leave shall count towards overtime.

**Section 3.** The Employer shall, to the extent practicable, provide Employees as much advance notice of overtime requirements as is possible.

**Section 4.** Unit Employees will receive a minimum of two (2) hours call-back pay at the overtime rate, or compensatory time, per the Fair Labor Standards Act when they are called back to work by appropriate authority at times outside of and unconnected with their scheduled work hours. These provisions apply even though the unit Employee may be subsequently sent home prior to working a full two (2) hours after reporting in.

**Section 5.** Whenever possible, the Employer will adjust normal work shifts of Employees assigned overtime to ensure the Employee has at least eight (8) hours between assignments.

**Section 6.** Unit Employees required to work in excess of their regular work schedule hours will receive overtime pay or compensatory time off per the provisions of the Fair Labor Standards Act.

## **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 not select all candidates. Employees are encouraged to seek advice and assistance from the Servicing Human Resources Site Office about the Navy's 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. Merit promotion is one method that can be used to fill vacancies. Merit Promotion procedures will apply to competitive recruitment actions when the Employer chooses this option for filling a vacant position. In the Merit Promotion process, the Employer determines the extent of the area of consideration, geographically or organizationally; the candidate sources to be used; and the ranking criteria to be used to determine best-qualified candidates. The Employer has the right to select or not select from among a group of best-qualified candidates.

b. The Employer has the right to select from all available recruitment sources, such as Veteran's Employment Opportunity Act (VEOA) eligibles, Veterans Readjustment Act (VRA) eligibles, transfer and reinstatement eligibles, 30% or more Disabled Veterans (30% DAVs), and various appointment authorities under the Excepted Service, including appointment of Severely Disabled applicants.

c. 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.** Rights and information concerning Merit Promotion will be available in the Employee Handbook.

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

### **Section 1. Details.**

a. A detail is the temporary assignment of an Employee to a different position, different base location 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.

b. Details in excess of thirty (30) calendar days may be documented on a Request for Personnel Action (RPA) and maintained as a temporary record in the Employee's Official Personnel Folder (OPF). Details of less than thirty (30) calendar days will not be recorded, but credit for duties performed in the course of the detail may be claimed by the Employee. Critical elements and performance standards must be established within thirty (30) calendar days after the beginning date of a detail which extends or is expected to extend beyond one hundred and twenty (120) calendar days. If an interim rating is received for the detail assignment it could be considered in the annual performance appraisal. Employees detailed for one hundred and twenty (120) calendar days or more will be provided a copy of the position description or unclassified duties the Employee is expected to perform.

c. It is agreed that details may be used to meet temporary needs of the Employer when necessary. Details may be used under circumstances such as the following:

(1) To meet emergencies occasioned by abnormal workload, change in mission or organization or unanticipated absences;

(2) Pending official assignments; description and classification of new positions; security clearances.

**Section 2.** In lieu of Details, non-competitive Temporary Promotions will be used when the Employer assigns the Employee to a position classified at a higher grade level than their regular position for more than thirty (30) calendar days but less than one hundred and twenty (120) calendar days and the Employee is determined to meet all basic qualification requirements of the higher graded position by the appropriate Human Resources Representative.

**Section 3. Temporary Promotions.**

a. A temporary promotion may be effected if the Employer assigns the Employee to a position classified at a higher-grade level than their regular position for more than thirty (30) calendar days and the Employee is determined to meet all basic qualification requirements of the position by the appropriate Human Resources Representative. A temporary promotion is for a specified period of time, with the Employee returning to their permanent position upon the expiration of the temporary action. When temporarily promoted, the Employee is appropriately compensated within the applicable pay regulations.

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 an appointment is made; or other appropriate reasons as determined by the Employer.

c. An Employee selected for temporary promotion must be advised in advance that it is temporary and the expected duration of the temporary promotion.

d. The initial one hundred and twenty (120) calendar days of a temporary promotion may be made noncompetitively, which means the selected Employee does not have to compete with other Employees for the temporary assignment. All time spent on

noncompetitive temporary promotions and details to higher graded positions during the preceding twelve (12) months counts toward this one hundred and twenty (120) calendar day total.

**Section 4.** Temporary Promotions or Details to a higher graded position that are expected to last more than one hundred and twenty (120) calendar days will be made using competitive procedures, unless an Agency's non-competitive authority applies.

## **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 thirty (30) calendar days after the beginning of each appraisal period, permanent assignment to a new position and for each detail or temporary promotion expected to last one hundred and twenty (120) calendar 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. Closeout rating. An appraisal completed when the Employee or first level supervisor leaves a position after the Employee has been under established performance standards for ninety (90) calendar days or more, but before the end of the rating cycle. Closeout 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) calendar 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 performance 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 the performance elements identified in the PIP will 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 CALENDAR 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 non-disciplinary reasons. These procedures will be carried out in accordance with law and government-wide regulations. Furloughs of thirty (30) calendar days or more must be carried out in accordance with 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 or his designee 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. Employee scheduling preference will be considered consistent with 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) calendar 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) calendar 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. COMMERCIAL ACTIVITY STUDIES AND FUNCTIONALITY ASSESSMENTS**

**Section 1.** When the Employer makes a decision to initiate a Commercial Activity (CA) Study, to undergo a study which may end in contracting out, or to initiate a Functionality Assessment (FA) affecting unit Employees, the Employer shall provide notice to the Union as soon as practicable on when the study or assessment is to be initiated.

**Section 2.** **At Management's discretion,** the Union will appoint a non-voting representative for assignment to an FA or CA study group reviewing bargaining unit positions. The views of this representative will be considered but the Agency has final authority in making decisions. Should a Union representative be appointed to a study group, they will be required to sign a Non-Disclosure Statement.

**Section 3.** The Employer shall provide briefings/training equivalent to the briefings/training provided to supervisors for all

Union representatives assigned to study groups. Such training shall be on official time.

**Section 4.** As of the signing of this collective bargaining agreement, it is understood that NMC CWD has no authority regarding who can bid on CA solicitations.

## **23. REDUCTION-IN-FORCE (RIF) AND TRANSFER OF FUNCTION (TOF)**

**Section 1.** All reductions-in-force (RIF) and transfers of function (TOF) will be carried out in accordance with 5 CFR part 351 and other applicable laws and regulations.

**Section 2.** When it is anticipated that a RIF or TOF affecting unit Employees will be necessary, the Union will be given preliminary notification that a RIF will be implemented at least ten (10) calendar days prior to notice being issued to Employees. This notification will be given as far in advance as practicable but no less than the time frame outlined in this Section and will include the reason for the action, the approximate number of unit Employees initially affected, identification of unit Employees affected, and the anticipated effective date of the action.

**Section 3.** The Union may be offered the right to provide its assistance in communicating to Employees the reason(s) for the RIF/TOF.

**Section 4.** The Employer agrees to give specific notice per applicable regulations of a RIF/TOF to affected Employees before the effective date. The Employer shall provide complete information needed by the Employees to fully understand the RIF 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 pertinent records;

e. The reasons for retaining a lower standing Employee in the same competitive level for more than thirty (30) calendar days because of a temporary exception;

f. Grade and pay retention information; and

g. The Employees' grievance or appeal rights.

**Section 5.** Upon receipt of preliminary written notification of anticipated RIF or TOF affecting bargaining unit Employees, the Union may, within fourteen (14) calendar 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 fourteen (14) calendar days of the Union's request. The Parties agree to conduct negotiations in a manner which does not unnecessarily delay implementation of the action.

**Section 6.** Upon request, the Union President, or their designated representative, will be given an opportunity to review retention registers relative to a RIF affecting unit Employees.

**Section 7.** Unit Employees affected by a RIF or TOF will be given an opportunity to receive counseling on the proposed action and their rights and benefits pertaining thereto.

**Section 8.** The Employer will ensure that transition services, to include assistance with resume preparation 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 RIF.



**Section 9.** If eligible, career or career-conditional Employees separated as a result of RIF will be registered in available priority placement programs, e.g. PPP, RPL, and such Employees will be given preference for re-employment per applicable regulations.

**Section 10.** The Union will be provided a copy of sanitized retention registers. An Employee who received a RIF notice will be permitted to review the retention list upon which their name appears, the number of Employees who may replace them, and the number of Employees whom they may replace. The Employee may be accompanied by a Union representative if they so desire.

## **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 agrees that administration of its Drug Free Workplace Program will be done in compliance with all applicable laws, rules, and regulations, and court decisions including Departments of Defense and Navy rules and regulations. For purposes of this agreement, the term "rule or regulation" shall also mean those rules or regulations of authorities outside of the Agency, such as the Office of Personnel Management, the Department of Health and Human Services, and other government-wide regulations.

**Section 3.** The Employer's Drug Free Workplace Program provides for random drug testing of Employees occupying Testing Designated Positions (TDPs). Under certain circumstances, any Employee may be required to undergo drug testing when management has a reasonable suspicion an Employee is using illegal drugs; using illegal drugs on-duty; performing work while drug-impaired; after an accident where significant damage to property has occurred; or to follow up on an Employee's rehabilitation program. A positive finding or any refusal of a drug test will result in an adverse action.

**Section 4.** All Employees occupying a TDP will be notified of the requirement that they undergo random drug testing.

**Section 5. Right to Retest.** In accordance with DON CHRM Subchapter 792 and the DON Drug Free Workplace Program Handbook, donors may request the laboratory retest the same positive specimen. The reanalysis by gas chromatography/mass spectrometry is not subject to a specific cut-off requirement but must provide data sufficient to confirm the presence of the drug or metabolite. The DON Drug Program Manager will make a determination regarding any retest inconsistencies.

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

**Section 1.** The Civilian Employee Assistance Program (CEAP) 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 Intranet website and will provide the information to new hires.

## **26. RETIREMENT**

**Section 1.** Employees anticipating retirement or having any questions regarding retirement should contact their servicing Human Resources Office who then will provide them with Department of the Navy retirement contact information.

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

**Section 1.** Discipline/adverse action will only be taken for such cause as will promote efficiency of the service.

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

**Section 3.** It is understood that the Employer is the sole authority regarding the choice of issuing administrative action, discipline or adverse actions to Employees. Letters of reprimand will be the first stage of discipline to be issued where the Employer determines that this action is the appropriate level of discipline to issue to the Employee. Management may use either the standard disciplinary procedures of letters of reprimand, suspensions, and adverse actions or may use an Alternative Discipline Program (ADP) for suspensions of one (1) to fourteen (14) calendar days. The ADP will allow imposition of reprimands in lieu of suspensions for certain types of misconduct. The process of proposal, reply, and decision will be the same as for a regular lost pay suspension, but the action effected will not result in any loss of pay for the affected Employee. Under this program, the Employer may substitute letters of reprimand in lieu of suspensions (i.e. letter of reprimand in lieu of a one (1) day suspension; letter of reprimand in lieu of a ten (10) day suspension, etc.). When the ADP is utilized, letters of reprimand in lieu of suspensions will carry the same weight as would a lost pay suspension for purposes of progressive discipline and determining appropriate penalties. The ADP will not be utilized for suspensions of fifteen (15) calendar days or more. In addition, ADP will not be utilized for infractions or for offenses involving threats, physical contact and/or bodily harm; disruptive and/or abusive behavior/language towards supervisors and/or Employees; theft, misappropriation of government property/assets; falsification of official government documents and/or submitting fraudulent claims; or offenses where a specific penalty is dictated.

**Section 4.** A letter of reprimand will be removed from the Employee's record no later than twenty-four (24) months from the date of issuance. It is understood that letters of reprimand in lieu of suspension are considered "suspensions" and are not subject to removal from an Employee's personnel record. Oral admonishments confirmed in writing will be removed twelve (12) months from the date of the admonishment. The removal of either of the aforementioned documents will not take place if either or both have been used as support for a subsequent action. If they have been used for a subsequent action, the document will remain active for the life of the subsequent action.

**Section 5.** Notices of proposed disciplinary or adverse action will state the reasons for the proposed action, the reason for the suggested discipline, and include any other information as required by law. The Employee will be given an opportunity to respond to the reasons set forth in such proposals, as appropriate. The Employee and/or the representative, if requested by the Employee, 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, which 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) calendar days or less are appealable through Arbitration or the Merit Systems Protection Board, but not both. Once the Employee has chosen their avenue of appeal, they cannot change the avenue.

**Section 7.** An original notice of disciplinary/adverse actions shall be furnished to the Employee. If the Employee is represented, one (1) copy will be furnished to their representative.

## **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 may attend such meetings to help to resolve the issue if requested by the employee. It is understood by the Parties that if the Union is in attendance they 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. Nothing in this Section requires the Union or Employee to attempt to resolve the matter informally, and the Union or Employee may always file a step one grievance to initiate the process as outlined below in lieu of attempting to resolve the matter under this Section. To the extent the foregoing informal attempts to resolve disputes are unsuccessful or unused, the following is the sole procedure for resolution of Employee, Union, or Employer grievances. Grievances may be presented and processed by:

An Employee on that Employee's own behalf; in which case the Union will have the right to be present during the formal meetings and settlement proceedings; An Employee with representation appointed by the Union The Union on behalf of the Employee; The Union in its own behalf; or The Employer.

**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 or policy affecting conditions of employment.

d. Except that it shall not include any grievance concerning:

(1) Non-disciplinary issues of discrimination, which could be filed as an EEO complaint pursuant to Article 15;

(2) Retirement, life insurance, or health insurance;

(3) A suspension or removal under section 7532 of Title 5 (national security);

(4) Any examination, certification, or appointment;

(5) Any claimed violation of subchapter 73 of Title 5 of the United States Code (matters relating to prohibited political activities);

(6) The separation of Employees serving a probationary or trial period;

(7) The non-selection for promotion from a properly ranked and certified list of candidates;

(8) The adoption or granting of (or the failure to adopt or grant) suggestion or award;

(9) The classification of any position which does not result in the reduction in grade or pay of an Employee;

(10) Any matter which is subject to final review outside the authority of the Employer under law or regulation; and

(11) Actions taken at the direction of the Office of Personnel Management.

**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 their irrevocable option when they file 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 have the right to be present during all grievance proceedings.

**Section 5. Employee Grievance Procedure:**

**Step 1.** The grievance will be presented in writing using the grievance form found in Appendix F to the Employee's immediate supervisor within fourteen (14) calendar days after the Employee becomes aware of the matter about which they are aggrieved. For

the purposes of timeliness, an informal notice that a grievance will be filed with a brief description of the grievance can be filed which must be within the aforementioned time limits. The Union will then have two (2) workdays to file the completed grievance form. The written grievance must include:

- 1) The Article(s) and Section(s) of the Agreement that has/have been breached and exactly how the collective bargaining agreement has been violated;
- 2) A brief description of the facts of the incident; and
- 3) The desired relief.

Failure to provide the above information may result in the grievance not being accepted. The grievance should be accompanied by any and all supporting documentation that is currently in the possession of the Union or Employee. The Step 1 official will meet with the Employee and their designated representative or Union observer within ten (10) calendar days to discuss the grievance. The Employee and their designated representative will be informed in writing of the Step 1 official's decision within fourteen (14) calendar days of the date of the meeting. A copy of all documents being relied on in the decision will be provided with the decision. If the Employee's grievance is not resolved or the Step 1 official fails to meet within the time specified (barring a mutual extension), the grievant or their representative may appeal the grievance in writing to the next higher level of management or their designee within fourteen (14) calendar days after receiving a decision from the Step 1 official, or of the date in which the meeting should have been scheduled. This appeal will move the action into Step 2.

In the event a disciplinary/adverse action is effected by a management official, and the Employee elects to grieve, the grievance will be presented to the next higher-level management official or their designee within fourteen (14) calendar days of the decision on the proposed discipline or adverse action, and will constitute a Step 2 filing.



**Step 2.** Once the grievance appeal is received, the Step 2 official or their designee will meet with the Employee and their designated Union representative within fourteen (14) calendar days after receipt of the grievance. The discussion will involve the issues of the grievance, the supporting documentation from the Step 1 appeal and any and all additional documentation which the Employee or their representative wishes to be reviewed. The Step 2 official or their designee will provide the Employee a written decision within fourteen (14) calendar days after completion of the meeting with the Employee and their representative. A copy of all documents being relied on in the decision will be provided with the decision. If the Employee is not satisfied with the Step 2 decision or the Step 2 official fails to meet within the time specified (barring a mutual extension), the Union may invoke arbitration pursuant to the provisions of Article 29 of this Agreement governing Arbitration.

**Section 6. Employer/Union Grievance Procedure.**

Union/Employer grievances over interpretation or application of this Agreement or interpretation, application or implementation of any law, rule, regulation affecting conditions of employment not concerning the employment of any specific Employee will be resolved through the following procedure:

**Step 1.** The Union or Employer may initiate a grievance by submitting it in writing to the Commanding Officer or their designee or Union President, as appropriate, within fourteen (14) calendar days after the incident occurs, or within fourteen (14) calendar days after the Union or Employer first became aware of the incident. For the purposes of timeliness, an informal notice that a grievance will be filed with a brief description of the grievance can be filed which must be within the aforementioned time limits. The Union will then have two (2) workdays to file the completed Grievance Form. Using the Grievance Form found in Appendix F, the moving Party must state the Article(s) and Section(s) of the Agreement that has/have been violated and exactly how the collective bargaining agreement has been violated, a complete description of all the facts the moving Party is relying

on to support their grievance and the relief being sought. The Parties will then meet 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 by the non-moving Party within twenty-one (21) calendar days of the meeting by the Union or Employer. Any resolution must be in writing. If the decision thus rendered is unacceptable to the moving Party, it may submit the matter to arbitration in accordance with the provisions of Article 29 of this Agreement.

**Section 7. Multiple Grievances.** If two or more unit Employees have substantially identical grievances and wish to pursue them through the grievance procedure, the Union may select one Employee's grievance for processing. The outcome of that grievance will be binding on all Employees concerned. The Union will inform the Agency in writing when the provisions of this Section are to be utilized, and will include the names of all grievants as well as the name of the Employee whose grievance will be pursued.

**Section 8. Consolidation of Grievances.** In the interest of efficiency, in the case where any grievant has multiple grievances that concern the same subject matter, they may amend their initial grievance to include the related matter.

**Section 9. Requesting Documents.** Should a Party require documents or other evidence that is in possession of the other Party, the requesting Party should send a written request using the Request for Information Form found in Appendix D to the NMC CWD Commanding Officer or their designee. The NMC CWD Commanding Officer or their designee will respond in writing by either (a) producing the requested documents or other evidence, or (b) providing a detailed response as to why the documents or other evidence is not being provided using the Reply to a Request for Information Form found in Appendix E. The request may be submitted via hardcopy correspondence, fax, or e-mail. The Employer will respond to the request within fourteen (14) calendar days.

**Section 10. Time Limits.** The time limits in this article may be extended only by mutual agreement of both Parties. The initiating Party may withdraw the grievance at any time. Failure of the initiating Party to observe the time limits for any step of the procedures will entitle the other Party to reject the grievance for being untimely and the moving Party cannot invoke arbitration. Failure of the responding Party to observe the time limits for any step of the procedure will entitle the initiating Party to advance the grievance to the next step. The response time at each step will be calculated from the beginning of the next working day after receipt of the grievance or presentation of a decision at the proceeding step.

**Section 11. Form Use.** Should a moving Party move any grievance to arbitration in accordance with the provisions of Article 29 of this Agreement, failure by the responding Party to claim a violation of Section 5 or 6 regarding the non-use of the grievance form at any of the stages of the grievance process will not be grounds to dismiss the arbitration. A form will not be rejected due to a minor technicality on the form.

**Section 12. Amending Grievances.** The Employer and Union recognize that as investigations commence that the facts of a particular situation change. To this end, grievances may be amended during the course of the grievance process to reflect newly discovered evidence.

**Section 13. Arbitrability/Grievability.** In the event either Party should declare a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. An issue of arbitrability and/or grievability may be invoked only during the grievance procedure process as detailed in this Article.

## 29. ARBITRATION

**Section 1. Invocation.** Only grievances that 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 to the other Party no later than fourteen (14) calendar days following receipt of the final written grievance disposition or determination, or fourteen (14) calendar days following the date the response was due. If an arbitration notice is mailed to the other Party, it shall be sent by certified mail, return receipt requested (should return receipt be desired), and shall be deemed to have been served on the date of certified mailing. The time limits under this Section may be extended by mutual agreement.

**Section 2. Selection of the Arbitrator.** The Parties may mutually agree upon an arbitrator. If the Parties do not agree on an arbitrator, the moving Party shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators within twenty-one (21) calendar days of invoking arbitration. The cost associated with obtaining a list from FMCS shall be borne equally by the Parties. If the Parties use the FMCS list, they shall meet (or confer by telephone) within fourteen (14) calendar days after receipt of the list to select an arbitrator. The Parties will alternately strike one arbitrator's name from the list until one name remains. A flip of a coin will determine which Party will strike the first name. The non-moving Party will flip the coin. The moving Party will call heads or tails. If the moving Party is successful in calling the correct result of the coin flip, they will have the choice to strike first or require the non-moving Party to strike first. The coin-flip will take place at a mutually convenient location with a representative present from each Party. If the moving Party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the grievance appeal will be considered terminated and withdrawn. If the non-moving Party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the moving

Party may select the arbitrator from the list and set the arbitration date unilaterally. The time limits under this Section may be extended by mutual agreement without being considered a delay.

**Section 3. Setting the Hearing** Once selection of an arbitrator is made in accordance with Section 2 of this Article, the moving Party shall have the responsibility of contacting the selected arbitrator and obtaining available dates for the hearing. The hearing must be at least forty-five (45) calendar days from the date on which the Parties agreed on the arbitrator. Once available dates are received from the arbitrator, the Parties will mutually agree on a specific date for the hearing. If for any reason the selected arbitrator becomes unavailable, the last arbitrator to have been struck will be contacted and the procedure in this Section will begin again, until an arbitrator with available dates has been selected. Should no arbitrator on the list be selected due to unavailability, then a new list will be generated in accordance with Section 2 of this Article, with the date that the Parties learned the last arbitrator was unavailable as the “invoking arbitration” date.

**Section 4. Pre-Hearing Conference.** Within at least thirty (30) calendar days prior to the Arbitration date, 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 documentary evidence available at the time of the pre-hearing conference that is not exchanged is excluded unless there is good cause as determined by the arbitrator. Any grievability/arbitrability issues that are still pending will be discussed at this time. This provision may be amended on a case-by-case basis by mutual agreement.

**Section 5. Moving Papers.** 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 along with all the moving documents generated by either Party as of the invocation of arbitration. 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) along with all the moving documents generated by either Party as of the invocation of arbitration. These submissions will be submitted within fourteen (14) calendar days prior to the arbitration. The arbitrator shall determine the issue(s) to be heard in the case of the Parties submitting separate submissions.

**Section 6. Time and Location.** Arbitration hearings will 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 7. Proceedings.** The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an Employee-initiated grievance is being arbitrated, the grieving Employee (or a representative Employee in the case of an Employee-group grievance) shall be in a pay status for the duration of the hearing if otherwise in a duty status. The Union's representative, who does not include a technical representative, if employed by the Command, will be on official time during the arbitration hearing if otherwise in a duty status. Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status if otherwise in a duty status to the extent necessary to permit their testimony. If there is a dispute as to the relevance of a witness, the arbitrator will determine whether or not they will testify. Witnesses will only be on official time if they are regularly in a duty status during the time of the hearing. The Union will notify the Employer fourteen (14) calendar days prior to the arbitration hearing as to the witnesses that they intend to call to testify at the hearing. The Employer will arrange to have all Employee witnesses available and on the correct status and confirm with the Union or Employee at least seven (7) calendar days prior to the hearing.

**Section 8. Decision.** The arbitrator will be requested to render their decision as quickly as possible. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement, but the arbitrator shall have full authority to provide a remedy appropriate to resolve the grievance, including but not limited to an award of back pay, restoration of leave or other benefits, interest, and reasonable attorney fees or other monetary or non-monetary make whole remedy to the extent authorized by controlling law and regulation.

**Section 9. Appeal.** 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 10. Costs of the Arbitration.** The compensation and expense of the Arbitrator and Arbitration shall be borne equally by the Parties.

**Section 11. Grievability/Arbitrability.** Should either the Union or the Employer raise a question of grievability/arbitrability, they must submit their intent to raise such an issue at least fifteen (15) calendar days after the request to invoke arbitration, including a request to use a different arbitrator on the grievability/arbitrability issue. Failure to make a request will be considered a waiver of the issue. If such an issue is raised, the Party raising the issue must submit a request to dismiss including an argument in writing at least thirty (30) calendar days prior to the Arbitration. The opposing Party will then have twenty (20) calendar days to file a response to a request for dismissal based on arbitrability. Failure to abide by the timeframes will result in waiver or dismissal. The arbitrator will be requested to render a decision with rationale on the issue of grievability/arbitrability prior to commencing a hearing and considering any other issue raised in the case. If the Arbitrator determines the matter grievable/arbitrable, the hearing will then go forward as scheduled on the remaining issues; if he/she finds the matter not grievable/arbitrable, the grievance shall be withdrawn. Should any Party request that separate arbitrators be utilized for

grievability/arbitrability issues and for merit issues, then that Party will bear the cost of having such an arbitrator who will be selected in accordance with Section 2 of this Article.

**Section 12. Scope of Proceedings.** The Parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the last step of the grievance procedure, except that the Parties would not be precluded from introducing procedural and background material that is necessary and relevant. Documents or other evidence which were not made a part of the last step of the grievance processes will not be allowed to be submitted at hearing unless they were not available at the time of the last step of the grievance process, or there is good cause to allow their admission. This Section is inapplicable to any amendment made pursuant to Article 28, Section 8.

**Section 13. Transcripts of Hearing.** No arbitrator has the authority to compel the taking of a transcript. If the Parties mutually agree to the need for an official transcript, the cost will be equally shared by the Parties. If only one Party wants an official transcript or recording, the requesting Party will pay for the cost of the transcript or recording and no copy will be made available to the other Party.

### **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 during non duty hours: (a) Inform and educate its members on voluntary nature of the dues allotment



program, including conditions governing revocation of allotments; (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-1187s to the Navy Munitions Command, CONUS West Division (NMC CWD), Payroll Customer Service Representative (CSR), Seal Beach; (e) Provide the 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 Navy Munitions Command, CONUS West Division (NMC CWD), Payroll Customer Service Representative (CSR), Seal Beach, 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 process the SF-1187. Upon receipt of a properly completed and certified SF-1187 from the Union, the Navy Munitions Command, CONUS West Division (NMC CWD), Payroll Customer Service Representative (CSR), Seal Beach 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 Navy Munitions Command, CONUS West Division (NMC CWD), Payroll Customer Service Representative (CSR), Seal Beach. Defense Finance and Accounting Service (DFAS) will 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 Navy Munitions Command, CONUS West Division (NMC CWD), Payroll Customer Service Representative (CSR), Seal Beach that is not processed will be returned to the Union with the reasons why it was not accepted.

**Section 9. Errors.** Either the Union or Employer 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 thirty (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 four (4) 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 FLRA.

**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 in accordance with the Agreement 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 ninety (90) 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 50 copies at the time of printing for Union use.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



 <p style="text-align: center;">UNITED STATES OF AMERICA FEDERAL LABOR RELATIONS AUTHORITY</p> <p style="text-align: center;"><b>CHARGE AGAINST A LABOR ORGANIZATION</b></p>	<b>FOR FLRA USE ONLY</b>	
	Case No. _____	
	Date Filed _____	
Complete instructions are on the back of this form.		
<b>1. Charged Labor Organization</b> Name: Address:  Tel.#: (    )                      Ext. Fax#: (    )	<b>2. Charging Party (Individual, Labor Organization, Activity, or Agency)</b> Name: Address:  Tel.#: (    )                      Ext. Fax#: (    )	
<b>3. Charged Labor Organization Contact Information</b> Name: Title: Address:  Tel.#: (    )                      Ext. Fax#: (    )	<b>4. Charging Party Contact Information</b> Name: Title: Address:  Tel.#: (    )                      Ext. Fax#: (    )	
5. Which subsection(s) of 5 U.S.C. 7116(b) and/or (c) do you believe have been violated? [See reverse] _____		
6. Tell exactly WHAT the labor organization did. Start with the DATE and LOCATION, state WHO was involved, including titles.		
7. Have you or anyone else raised this matter in any other procedure?    ___ No    ___ Yes    If yes, where? [see reverse] _____		
8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] <input type="checkbox"/> Fax <input type="checkbox"/> 1st Class Mail <input type="checkbox"/> In Person <input type="checkbox"/> Commercial Delivery <input type="checkbox"/> Certified Mail		
_____	_____	_____
Type or Print Your Name	Your Signature	Date

**Navy Munitions Command CONUS West Division  
Request for Official Time  
Official Time must be approved by Supervisor or Designee in  
advance.**

**Requestor: Employee/Steward** \_\_\_\_\_  
(Circle One) (Full Name: First, Middle Initial, Last)  
**Position Title** \_\_\_\_\_ **Detachment** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_ **Date and Time Requested** \_\_\_\_\_

**Estimated Time Required** \_\_\_\_\_  
**Destination (Site and Bldg No.)** \_\_\_\_\_

**Official Time is requested for the purpose stated below under the terms of the collective bargaining agreement. Check the appropriate boxes:**

- Discuss matters of concern with Employee/Steward (Circle One)**
  - Research/Prepare/Present grievance (Employee/Steward) (Circle One)**
  - Review/Respond to correspondence/memorandum (For Steward Only)**
  - To serve as a witness for Hearing/Arbitration/Mediation (For Employee only)**
  - To serve as a representative for hearing/Arbitration/Mediation (For Steward only)**
  - Meet with Management (For Steward only)**
  - Other (Specify):**
- \_\_\_\_\_
- 

**For Union Stewards: If meeting with a Bargaining Unit Member, provide the following for coordination of release of employee by the supervisor.**

**Employee's Name:** \_\_\_\_\_  
**Code:** \_\_\_\_\_



**Supervisor's Name:** \_\_\_\_\_

**Supervisor's Phone:** \_\_\_\_\_

**Approved**     **Rescheduled**

**(Explain):** \_\_\_\_\_

**When arriving at destination, check-in with Employee's Supervisor and have Supervisor sign:**

**Supervisor's Signature:** \_\_\_\_\_

**Date and Time:** \_\_\_\_\_

**If rescheduled, indicate alternative dates and times available:**

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Accepted by Employee/Steward**

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Accepted by Employee/Steward**

**PROVIDE COMPLETED FORM TO YOUR SUPERVISOR**

Appendix C

# UNION REQUEST FOR INFORMATION

(Under Section 7114(b) (4) of the Statute)

**Date:** \_\_\_\_\_

**Name of the Requesting Union:** **AFGE LOCAL 3723**

**Union Contact:** \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Name Phone Number

\_\_\_\_\_  
Mailing Address, Email Address or Fax Number of where response is to be sent.

**Agency Contact:** \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Name Phone Number

**Information Requested:** *Provide a description of information requested to include whether personal identifiers such as names, social security numbers or other matters identifying individual employees are to be included or may be deleted.*

\_\_\_\_\_

\_\_\_\_\_

**Particularized Need:** *Provide specific statements explaining exactly why the requested information is needed. Explain exactly how the union intends to use the requested information and how that use of information relates to the union's role as the exclusive representative. Include a specific statement for each type of information requested, as well as the time period(s) encompassed by the request and the need for personal identifiers, if applicable.)*

\_\_\_\_\_

\_\_\_\_\_

**Privacy Act:** *Do you know if the requested information is contained within a system of record(s) under the Privacy Act? (If so, identify that system of record(s).)*

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**Public Interest:** *If you know or think that the requested information is within a system of record(s) under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the agency's performance of its statutory duties or otherwise inform citizens of the activities of the Government.*

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**Other Matters:** *Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the agency in responding to the request.)*

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Please contact me if the agency requires further clarification of our request or wants to meet to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

Appendix D

# AGENCY RESPONSE TO UNION REQUEST FOR INFORMATION

(Under Section 7114(b) (4) of the Statute)

**Date of the Information Request:** \_\_\_\_\_

**Date Information Request Received by the Agency:** \_\_\_\_\_

**Date of Agency's Response:** \_\_\_\_\_

**Name of Requesting Union:** **AFGE LOCAL 3723**

**Agency Contact:** \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Name Phone Number

**Union Contact:** \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Name Phone Number

**Information Requested:** *Agency's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be sanitized.)*

\_\_\_\_\_

\_\_\_\_\_

**Anti-Disclosure Interests:** *Specific statements explaining any countervailing anti-disclosure interests.*

\_\_\_\_\_

\_\_\_\_\_

**Privacy Act:** *Is the requested information contained within a system of record(s) under the Privacy Act? (If so, identify that system of record(s).)*

\_\_\_\_\_

\_\_\_\_\_

**Employee Privacy Interest:** *If within a system of record(s), would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests.*

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**Disclosure Format:** *In what format is the agency willing to disclose the requested information? (Include whether the agency would disclose the requested information with personal identifiers deleted.)*

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**Prohibited by Law:** *If the requested information is prohibited by law, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law.*

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**Normally Maintained:** *If the information is not normally maintained by the Agency, provide specific statements explaining why the requested information is not normally maintained.*

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**Reasonably Available:** *If the information is not reasonably available, provide specific statements explaining why the requested information is not available.*

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**Statutory Exemption:** *If the information constitutes guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining provide specific statement explaining why the requested information falls into this category.*

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**Need Further Information:** *The union request is not specific enough to permit the agency to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the agency requires specific answers to the following questions:*

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**Other Matters:** *Provide any other matters not listed above which relate to the union's request for information request and which may assist the union in understanding the agency's response.*

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The agency is willing to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

# NMC CWD AND AFGE LOCAL 3723 GRIEVANCE FORM

Employee's Name Name \_\_\_\_\_ Code \_\_\_ Phone \_\_\_\_\_  
Detachment \_\_\_\_\_ Building No. \_\_\_\_\_  
Occupation \_\_\_\_\_ Grade or Title \_\_\_\_\_  
Name of Representative \_\_\_\_\_ Phone \_\_\_\_\_

## Step 1

Statement of the Grievance (Be Specific):

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Alleged Article/s and Section/s Violation and How they were Violated

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Resolution Desired:

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Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  
Representatives Signature \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement of receipt

\_\_\_\_\_ Code \_\_\_\_\_ Date \_\_\_\_\_

(Comments may be continued on reverse side or on an attached page)

Appendix F

Additional comments from front Side

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Check box as appropriate:

Management reply accepted, grievance resolved. (See attached Management reply.)

Management reply rejected by grievant. (See attached Management reply and next step grievance memo.)

Grievance Tracking:

1st Step..... from \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

2nd Step..... from \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Arbitration..... from \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Appendix F