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## PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Navy Expeditionary Medical Support Command, (NEMSCOM) Department of the Navy, Cheatham Annex, Williamsburg, Virginia, hereinafter referred to as the "Employer," and the National Association of Independent Labor, Local 1, hereinafter referred to as the "Union."

Wherever the personal pronouns "he," "him" or "his" are used in this Agreement, they shall be construed as neutral in gender, that is, as meaning both "he and she," "him and her," or "his and hers."

## WITNESSETH

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties.

NOW, THEREFORE, the parties agree hereto, as follows:

## ARTICLE 1 RECOGNITION AND UNIT DESIGNATION

The Employer recognizes the Union as the exclusive bargaining representative of the following certified unit of employees: "all professional and non-professional employees, including temporary employees employed by the Navy Expeditionary Medical Support Command, (NEMSCOM), Department of the Navy, Cheatham Annex, Williamsburg, Virginia."

The following employees are excluded from the unit (as described in 5 USC § 7112(b) (1), (2), (3), (6) and (7):

- Management officials and supervisors,

- Confidential employees,
- Employees engaged in personnel work in other than a purely clerical capacity,
- Employees engaged in intelligence, counterintelligence, investigative or security work which directly affects national security; or
- Employees primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are taken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 2  
PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this agreement, officials, the Union and employees are governed by existing and future laws, executive orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this agreement is approved and subsequently published agency policies and regulations required by law or by regulations of appropriate authorities.

Section 2. The agency will provide the Union future agency policies that have an impact on the bargaining unit.

ARTICLE 3  
EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this agreement shall affect the authority of any management official of the Employer -

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

b. In accordance with applicable laws -

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

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

(3) With respect to filling positions, to make selections for appointments from-

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source;

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

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

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

b. Procedures which management officials of the Employer observe in exercising any authority under this Article; or

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

#### ARTICLE 4 EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that employees in the bargaining unit shall have the right to form, join, 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.

Section 2. Employees have the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.

Section 3. Employees have the right to be represented by an attorney or by a representative, of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedures as delineated in Article 31 of this Agreement.

Section 4. In accordance with the Federal Service Labor Management Relations Statute Section 7114 (a) (3), the Employer will post on all official bulletin boards a notice of Right of Representation for all bargaining unit employees on an annual basis.

Section 5. If the Employer conducts an investigatory interview, the employee being interviewed is entitled to the presence of a Union representative in accordance with 5 USC 7114(a)(2)(B) if the employee reasonably believes that the investigatory interview may result in disciplinary action against him and the employee requests representation. Wherever possible, the employee will be advised at the beginning of an investigatory interview of the general nature of the matter. In conjunction with a preaction investigation into a potential disciplinary offense the employee will be given 24 hours notice prior to the commencement of the interview.

Section 6. Employees have the right to confer with Union officials during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his immediate supervisor or designee and obtain approval prior to leaving the work area using the NEMSCOM Official Time Request Form. Such absences from the work area will be limited to a reasonable amount sufficient in duration to conduct discussions and/or take actions deemed necessary. Upon returning to work, the employee will complete the NEMSCOM Official Time Request Form and submit it to his supervisor. The parties understand and agree that official time shall only be used for official business as specifically provided for by this Agreement and 5 USC 7131, and shall not be used for personal or internal union business.

Section 7. In the administration of this Agreement, the Employer and the Union agree to treat all employees in a fair, equitable and professional manner.

Section 8. Employees and their personal representatives designated in writing will, upon request, be afforded reasonable access to their Official Personnel Folders and the material therein, except material restricted by law or Office of Personnel Management regulation. Copies will be provided upon request.

## ARTICLE 5 UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 3.

a. During new employee orientation, all bargaining unit employees shall be informed by the employer that NAIL Local 1 is the exclusive representative of employees in the unit.

b. Each employee shall have the right to form, join, 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.

c. Employees, who believe that their rights to representation under the Federal Service Labor-Management Relations Statute and this Agreement have been violated, should contact the Federal Labor Relations Authority.

d. Each new bargaining unit employee shall receive a copy of this Agreement from the Employer during the employee check-in procedure, together with a list of the officers and representatives of the Union.

e. The Union agrees to provide an updated list of officers and representatives to the Employer as changes occur.

Section 4. The Employer will furnish to the Union, upon request and, to the extent not prohibited by law, data:

- a. Which is normally maintained by the agency in the regular course of business;
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 5. Information and data requested pursuant to Section 4 above will normally be provided to the union within ten (10) workdays of receipt by the Employer of the Union's date-stamped request.

Section 6. The Union will have the right to investigate and prepare grievances, complaints, appeals or other appropriate matters. The Union has the right to interview witnesses in relation to grievances, complaints, and appeals or other appropriate matters within the scope of this agreement, including all the witnesses management interviewed.

## ARTICLE 6 UNION REPRESENTATION AND OFFICIAL TIME

Section 1. The Employer agrees to recognize elected local officers and official representatives designated by the Union, including stewards. The Employer also agrees to recognize representatives of the Union's national office. The Union will furnish and maintain with the Employer a complete and current list of Union officers and stewards.

Section 2. The Union agrees, in carrying out its representational functions, to limit the number of representatives on official time, to those required at the meeting. The number will be kept to a minimum consistent with interests of economy and efficiency (normally equal to the number of employer representatives at the meeting).

Section 3. Subject to the command's mission, and subject to supervisor's approval official time is authorized to permit designated Union officials to carry out their duties within the scope of this Agreement. The Union agrees that whenever business within the scope of this Agreement is transacted during work hours, only the amount of time necessary to bring about a prompt and expeditious disposition of the matter will be utilized. Normally,

no overtime will be paid to Union representative(s) to accomplish these functions. A Union representative desiring official time to carry out his duties within the scope of this Agreement will inform his immediate supervisor, if available, or the next higher level of the line supervision who is available, of the reason he desires to absent himself from his job site and of the anticipated duration of the absence. Union representatives will not be required to disclose any confidential information concerning matters for which official time is being requested but must provide enough information to permit the supervisor to determine if the requested official time is reasonable and appropriate under this Agreement. A Union representative desiring to use official time must obtain the supervisor's permission using the NEMSCOM Official Time Request Form before absenting himself from the workplace. Upon returning to work, the Union representative will complete the NEMSCOM Official Time Request Form and submit it to his supervisor. The parties understand and agree that official time shall only be used for representational business as specifically provided for by this agreement and 5 U.S.C. Chapter 71, and shall not be used for personal or internal union business.

Section 4. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, and conducting elections for Union officers, will be conducted outside of regular working hours.

## ARTICLE 7 MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION/ PROCEDURES FOR BARGAINING

Section 1. For this Agreement and all amendments and supplements thereto, the following terms are defined:

a. **Mid-Term Bargaining.** All negotiations that take place during the life of the Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or Article 42, Duration and Changes.

b. **Impact and Implementation Bargaining.** All negotiations regarding procedures the Employer will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern changes to conditions of employment.

c. **Negotiation.** Good faith bargaining between the parties with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws, regulations and published policies.

d. **Consultation.** Mutual discussion of policies, programs, and procedures related to working conditions of members of the bargaining unit that are within the authority of the Employer for the purpose of obtaining Union views before the Employer takes final action.

Section 2. Matters appropriate for negotiation between the parties are those pertaining to personnel policies and practices and working conditions that are within the discretion of the Employer and are appropriate for negotiation under applicable law.

Section 3. Procedures for Bargaining. This procedure is applicable to Mid-term and Impact and Implementation bargaining as defined in Section 1 above:

a. The Employer agrees to notify the Union President/designee in writing prior to the planned implementation of a proposed change in conditions of employment that has an impact on unit employees and is not covered by the terms of this Agreement. The notification will indicate the general nature of the proposed change and the planned implementation date. Except when an exigency exists, the Union shall have ten (10) workdays to submit in writing a request for negotiations and a meeting. The Union will have five (5) workdays after the meeting to submit written proposals. If written proposals are not received within the time designated, it will be considered that the Union is in agreement with the proposed change and the change will be implemented. All Union requests to negotiate/written proposals shall be forwarded in writing to the Commanding Officer.

b. If the Union requests to negotiate, bargaining will commence on a date mutually agreed to by the parties.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title 5 US Code and the rules and regulations of the Federal Labor Relations Authority.

## ARTICLE 8 PAYROLL WITHHOLDING OF UNION DUES

Section 1. A Unit employee may at any time authorize bi-weekly allotment from his pay to cover his regular dues for membership in the Union, provided that all of the following criteria are met:

a. The employee receives an established amount of net pay that is sufficient, after legal and other required/authorized deductions, to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily submitted a request for such allotment from his pay.

c. The employee is included in the unit for which exclusive recognition has been granted.

## Section 2.

a. The Union agrees to distribute the prescribed authorization form (SF-1187, Request for Payroll Deductions for Labor Organization Dues) to eligible unit employees.

b. An employee desiring to make an allotment for payment of Union dues must complete the appropriate sections of the SF-1187 and forward it to the Union. The Union will determine whether the employee is a member in good standing, and if so, complete Section A of the SF-1187 and submit the form to the Employer. If the employee meets the requirements for dues withholding, the Employer will forward the SF-1187 to the servicing Payroll Customer Service Representative. Dues deduction will take effect as soon as practicable after the SF-1187 is received at the servicing payroll office. If the Employee does not meet the requirements for dues withholding, the SF-1187 will be returned to the Union.

c. If the amount of regular dues is changed, the Union will notify the servicing DFAS Civilian Payroll Office in writing of the change. Only one such change will be made in any period of 12 consecutive months.

## Section 3.

a. The payroll office will terminate an allotment for dues deduction:

(1) Following notification of loss of exclusive recognition by the Union,

(2) Following notification of suspension or termination of the allotment agreement by an appropriate authority outside of the Department of Defense,

(3) Following notification that an employee has separated from the Employer or moves to a position not included within the unit of recognition, or

(4) Following notification from the Union that an employee is no longer a member in good standing in the Union.

b. An employee may voluntarily request cancellation of dues deduction by submitting the prescribed form (SF-1188, Cancellation of Payroll Deduction for Labor Organization

Dues) to the Employer. However, cancellation of an employee's union dues deduction cannot be effected for a period of one year from the date the dues deduction initially went into effect.

(1) An employee may cancel his or her allotment for the payment of dues by submitting a SF-1188 within fifteen calendar days prior to the first anniversary date of signing the SF-1187. If the employee's initial union dues deduction has not been in force for at least one full year, the Employer will forward the SF-1188 to the Payroll Customer Service Representative and the allotment will be terminated at the beginning of the first pay period one calendar year after the employee's dues have been withheld. If the allotment is not revoked at the end of the first year it has been in effect, any subsequent cancellation will be effective on the first pay period beginning on or after 1 December provided the revocation is received in the payroll office prior to 1 December.

(2) A supply of SF-1188s will be maintained at the activity. Employees may also file copies that are downloaded from the Office of Personnel Management website at <http://www.opm.gov>.

## ARTICLE 9 HOURS OF WORK

Section 1. The administrative workweek is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. NEMSCOM official business hours (i.e., the period each day when NEMSCOM offices and organizational units must be adequately staffed to provide service and assistance to the public and other client offices) are from 7:00 AM-3:30 PM.

a. **Basic Workweek.** The basic workweek will normally consist of five (5) 8-hour days, Monday through Friday, except for employees on a compressed work schedule. Employees are entitled to take reasonable breaks as necessary, consistent with workload requirements.

b. **Lunch Periods.** Each daily tour of duty will include a 30-minute lunch period. The lunch period shall not be taken at the beginning or ending of the workday.

Section 2. Employees may elect either a flexible work schedule (Flexitour) or a compressed work schedule (5/4-9 Plan) in accordance with the terms of this agreement and 5 USC 6130.

a. Under the flexible work schedule:

(1) A full-time employee must work 8 hours a day, 40 hours a week, and 80 hours per bi-weekly pay period.

(2) The core hours (i.e., the hours each day that a full-time employee must be present for work) shall be 9:00 AM-3:00 PM, excluding a lunch period, on all scheduled workdays. Employees may begin work no earlier than 6:30 AM and end work no later than 5:00 PM. An employee is allowed to select a starting and stopping time within the aforementioned time band established by the Employer.

(3) Once a flexible arrival and departure time is selected and approved, the schedule is fixed. At the request of an employee, the Employer may approve an adjusted arrival and departure time. The Employer will provide a reason for its decision to deny an employee's request to adjust arrival and departure times.

(4) All employees must be at work or in a leave status during core hours.

(5) Overtime work is in excess of 8 hours in a day or 40 hours in a workweek, ordered in advance by the Employer.

b. Under the compressed work schedule:

(1) A full-time employee is required to work 80 hours a bi-weekly pay period. This work may be scheduled in fewer than 5 days a week or 10 days in a bi-weekly pay period.

(2) The tour of duty for employees under the compressed work schedule is a fixed schedule established by the Employer.

(3) Overtime hours are all hours the employee is ordered to work in excess of the fixed compressed work schedule.

(4) A full-time employee who performs nonovertime work on a holiday (or a day designated as the "in lieu of" holiday) is entitled to basic pay plus premium pay equal to his or her rate of basic pay for that holiday work. Holiday pay is limited to the number of hours normally scheduled for that day.

(5) Time off during an employee's basic work requirement must be charged to the appropriate leave category.

(6) An employee who is assigned to a temporary duty station using a different work schedule may continue to be covered under CWS while on temporary duty; or he or she may be required to follow the work schedule used at the temporary work site.

(7) The term "regularly scheduled administrative workweek" means the compressed work schedule under which an employee is covered.

(8) The working hours for a nine-hour day will be 7:00 a.m. to 4:30 p.m. All employees working an eight-hour day under CWS will work from 7:00 a.m. to 3:30 p.m.

c. Definitions

(1) **Alternative work schedule (AWS)** is a joint reference to both Flexible Work Schedules and Compressed Work Schedules.

(2) **Compressed work schedule (CWS):**

(a) In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays; and

(b) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day.

(3) **Core hours** (also referred to as core time bands) refer to the times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule must be present for work.

(4) **Credit hours** refer to those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.

(5) **Flexible hours** (also referred to as flexible time bands) refer to the times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position.

(6) **Flexible work schedule (FWS)** means--

(a) In the case of a full-time employee, an 80-hour biweekly work requirement that allows an employee to determine his or her own schedule within the limits set by the agency; and

(b) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the agency.

(7) **Flexitime** means a flexible work schedule that splits the tour of duty into two distinct kinds of time—core hours and flexible hours. Under any flexitime schedule, an employee must be at work during core hours and must account for the total number of hours he or she is scheduled to work. (If there are no provisions for earning credit hours, this system may be established under either 5 U.S.C. 6101 or 5 U.S.C. 6122. If there are provisions for earning credit hours, it may be established only under 5 U.S.C. 6122.)

(8) **Flexitour** means a flexible work schedule in which an employee, having once selected starting and stopping times within the flexible hours, continues to adhere to these times. Further opportunities to select different starting and stopping times may be provided subsequently by the agency. (If there are no provisions for earning credit hours, flexitour also may be established under either 5 U.S.C. 6101 or 5 U.S.C. 6122. If there are provisions for earning credit hours, flexitour may be established only under 5 U.S.C. 6122.)

(9) **Overtime hours**, when used with respect to FWS, refer to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but do not include credit hours; when used with respect to CWS programs, overtime hours refer to any hours in excess of those specified hours that constitute the compressed work schedule.

(10) **Tour of duty** under a flexible work schedule means the limits set by an agency within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, "tour of duty" is synonymous with "basic work requirement."

(11) **Work unit** means an entity located in one place with a specific mission, with homogeneous procedures or technology, and headed by a supervisor or manager authorized to certify time and attendance reports and approve leave.

Section 3. Employees may submit their preferred work schedule to their chain of command for approval. The Employer will make the final determination as to the work schedule of each employee, taking into consideration individual preferences and the needs of the command in performing its mission.

Section 4. Employees may elect a 5/4-9 or a flexible alternative work schedule (AWS) that will be administered in accordance with 5 U.S.C. Chapter 61. Employees who elect to work a 5/4-9 compressed work schedule (CWS) must be present or in a leave status during business hours on scheduled work days.

a. The CWS will be evaluated by the parties at six month intervals. The parties agree to discuss any perceived problems.

b. The employer may temporarily suspend compressed work schedules (CWS) during periods of training, temporarily assigned duties (TAD), operational exigencies, (e.g. hospital activations), or due to low staffing levels. The employer will notify the Union of intended temporary CWS suspension and provide the date the CWS is expected to resume. The employer shall make every reasonable effort to avoid suspension of an employee's CWS. The Commanding Officer's decision to temporarily suspend CWS is excluded from the Grievance and Arbitration Procedures.

c. A work unit is substantially disrupted when work tasks are not being completed or when a supervisor is exceeding his operating budget as a result of participation in AWS. The employer shall notify the Union when an individual or work unit's work tasks are not being completed or operating budget is exceeded due to AWS participation. The parties will meet to seek resolution. The Commanding Officer may exclude an individual or work unit from AWS participation as well as adjust employees' starting and quitting times if the AWS is substantially disruptive in carrying out the Unit's function or is incurring significant additional costs. Decisions by the Commanding Officer to adjust AWS work schedules are subject to impact and implementation bargaining.

d. The termination of a flexible or compressed work schedule will be in accordance with 5 U.S.C. 6131.

Section 5. A credit hour program is established. Credit hours are hours that an employee elects to work, with supervisory approval, in excess of the employees' basic work requirement. The basic work requirement for full-time employees is 80 non-overtime hours in a 2-week pay period.

Credit hours may be worked only by employees on the flexible work schedules. Credit hours are earned (worked) and charged only in hourly increments. Only one (1) credit hour is earned for each hour of voluntary work in excess of the basic work requirement.

An employee may earn credit hours only within the flexible time bands established in this agreement. Time cannot be charged against credit hours until the pay period following the one in which they are earned. Only 24 credit hours may be carried over to the next pay period.

No overtime pay or compensatory time off may be paid when employees earn credit hours or when credit hours are liquidated because Federal employment ends.

## ARTICLE 10 OVERTIME/COMPENSATORY TIME

Section 1. Overtime is defined as hours in a pay status in excess of your normal scheduled work day or in excess of 80 hours in any one pay period. The Employer agrees that overtime assignments shall be made in keeping with applicable regulations, instructions, and workload requirements. Overtime work shall be computed and paid in accordance with applicable regulations.

Section 2. Overtime work shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, qualifications, availability, and organizational location of employees; knowledge of the particular type of work involved; and health/fatigue limitations. Employees in the work unit will normally be given first consideration for overtime assignments involving work they usually perform.

Section 3. Overtime rosters will be established and maintained current by the Employer for each organizational element with four or more employees with the same occupational skills to ensure a fair and equitable distribution of overtime work.

Section 4. Overtime rosters will be made available for review upon oral request by an employee and/or the Union. Upon request, the Union will be provided a copy of the overtime roster at time of review.

Section 5. Notice of overtime shall be given to employees as much in advance as feasible.

Section 6. An employee may decline an offer of overtime. When a sufficient number of employees do not accept offers of overtime, the Employer will direct the required number by overtime roster to accomplish the overtime work. An employee directed to work will work.

Section 7. An employee who is required to work overtime without prior notice in emergency cases will be allowed to make necessary calls within the local commuting area (the area from which the employee regularly commutes), without cost to the employee, to advise his family of the change in schedule or to make alternate transportation or child care or elder care arrangements.

Section 8. When an employee is called back to work, any unscheduled overtime work performed will be considered at least two (2) hours in duration for overtime pay purposes regardless of whether the employee is required to work the entire two (2) hours.

Section 9. Graded employees shall have the right to elect or reject compensatory time off in lieu of overtime pay, unless precluded from doing so by the Fair Labor Standard Act.

Section 10. Compensatory time off is time off on an hour-for-hour basis in lieu of overtime pay. An employee may, at his request, earn compensatory leave in lieu of overtime. The employee shall be required to sign a statement that he elects compensatory time off in lieu of overtime at the time overtime is offered. Use of compensatory leave is subject to the same scheduling and approval procedures pertaining to annual leave. If compensatory leave is not used within one year of its being earned, it will be paid to the employee as overtime at the rate of pay in effect at the time it was earned.

## ARTICLE 11 HOLIDAYS

Section 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order that cover bargaining unit employees. Employees shall be entitled to holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. Pay for such holidays shall be computed in accordance with governing rules and regulations.

Section 2. Employees who work on holidays shall receive holiday pay computed in accordance with applicable regulations.

## ARTICLE 12 ANNUAL LEAVE

Section 1. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations. Annual leave may be taken in 15 minute increments.

Section 2. A tentative annual leave vacation schedule for periods of one or more weeks will be developed on a yearly basis. Employees may submit their requests for vacation leave in writing to their supervisors by 31 January and supervisors shall establish a tentative leave schedule by 15 February; providing each employee his first choice where workload and mission requirements permit. In the event of a conflict in vacation leave scheduling among employees, the affected employees and their supervisors will attempt to resolve the matter informally. If the Parties cannot reach agreement informally, the conflict will be resolved using the Service Computation Date (SCD) Leave (as reflected on the employees' Leave and Earnings Statement and on the Notification of Personnel Action). In such cases, the senior employee will be given first choice concerning the scheduling of a single period of leave. Employee's qualifications will also be considered. Upon an employee's request, the supervisor may change the vacation schedule providing it will not affect the choice of another employee unless such employee agrees to a change. Vacation requests submitted after 31 January will be approved, where workload and mission requirements permit, on a first-come, first-served basis.

Section 3. Subject to mission, workload and manpower requirements, and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave will be granted.

Section 4. It is agreed that employees should schedule use-or-lose annual leave so they will not forfeit annual leave due to excess workload. Use-or-lose annual leave will be restored in accordance with the Code of Federal Regulations (CFR). The Employer will advise employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture. Use-or-lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave.

Section 5. The Employer will make every reasonable effort to avoid canceling annual leave.

Section 6. An employee unable to report for duty because of a personal emergency should request annual leave by calling his immediate supervisor or his designee as soon as possible, but no later than 0845 unless precluded by circumstances beyond the

employee's control. If the supervisor or his designee is unavailable, a request for annual leave left by the employee with the command's receptionist will be sufficient. The leave request will be for that day only unless otherwise requested. Approval of requests for annual leave for unforeseen emergency reasons will be considered as circumstances warrant.

Section 7. Leave records shall be considered personal in nature and, as such, are confidential. These records shall not be posted for public view.

## ARTICLE 13 SICK LEAVE

Section 1. Employees will earn sick leave in accordance with applicable laws and regulations.

Section 2. Requests for sick leave will be made in advance of scheduled appointments for medical, dental, or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or designee no later than 0845 on the first day of absence unless precluded by circumstances beyond their control. If the supervisor or his designee is unavailable, a request for sick leave left by the employee with the command's receptionist will be sufficient.

Section 3. Periods of absence on sick leave in excess of three (3) consecutive workdays will be supported by a medical certificate from a health care provider. This certificate should be furnished to the Employer upon return to duty. Signed statements by employees explaining the nature of their illness will be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician.

Section 4. If the employee's unscheduled or approved absence on sick leave is expected to be for an extended period (i.e., a week or more), the employee will provide his supervisor with written notice from his health care provider stating the health care provider's opinion of the estimated period of incapacitation and the earliest date that the employee may return to work. The employee will call the supervisor weekly and advise him of his status and probable return to duty, and provide additional medical documentation upon request. If the approved absence involves recuperation from a major illness or injury and a period of recuperation has been directed in writing by a health care provider and written notification from the health care provider has been provided to the employee's supervisor, weekly notification via telephone is not required. Upon the employee's return to work, any limitations imposed by the health care provider must be provided to the supervisor.

Section 5. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration. The

Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually from date of issue to determine whether or not this requirement is necessary. The employee will be notified in writing if the letter of requirement will be withdrawn. The number of hours of sick leave used will not in themselves establish abuse.

Section 6. The Employer agrees to advance sick leave pursuant to Title 5, Code of Federal Regulations, (not to exceed 240 hours) in cases of serious disability or ailment if the following conditions exist:

- a. There is reasonable evidence, substantiated by a medical certificate, that the employee will be capable of returning to work and will recover full medical capacity to fulfill the duties of his position.
- b. The employee does not have a current letter requiring the furnishing of medical certification for each absence claimed as sick leave.
- c. The employee's separation from the service is not being contemplated by the Employer and the employee has not advised the Employer that he is contemplating separation by retirement or resignation.
- d. The employee furnishes written evidence from a physician or practitioner that he is expected to return to duty on a permanent basis.
- e. The employee has exhausted all accumulated sick leave.
- f. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

However in cases of elective procedures, workload and schedule will be considered in scheduling the procedure.

Section 7.

- a. When an employee's Health Care Provider authorizes light duty following an on or off the job injury, the supervisor, upon presentation of medical documentation will make a reasonable effort to provide appropriate assignments.
- b. The parties recognize that appropriate administrative action may be taken when an employee is permanently disabled, when his medical authority is unable to determine how long the temporary disability will exist, or when light duty is unavailable.

Section 8. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained in accordance with 5 CFR 293.106.

ARTICLE 14  
LEAVE WITHOUT PAY

Section 1. Leave without pay shall be administered in accordance with applicable laws and regulations and approved/disapproved consistent with mission, manpower and workload requirements.

Section 2. An employee authorized leave without pay will retain benefits and rights (e.g., retirement and life insurance) as provided by applicable laws and regulations.

Section 3. When a liberal leave policy is in effect, and leave is granted, leave without pay may be approved for employees who request leave for the period of time covered by the liberal leave policy.

ARTICLE 15  
FAMILY AND MEDICAL LEAVE

Section 1. Family and Medical Leave Act (FMLA).

a. In accordance with the FMLA, an eligible employee shall be entitled to a total of twelve (12) weeks of leave without pay, annual leave, sick leave if appropriate, or a combination of such leave, in any twelve (12) month period, for one or more of the following reasons:

- (1) Birth of a son or daughter and care of the newborn (within one year after birth);
- (2) Placement of a son or daughter with employee for adoption or foster care (within one year after placement);
- (3) Care for a spouse, son, daughter or parent with serious health conditions.
- (4) A serious health condition of employee that makes employee unable to perform duties of his or her position.

b. Provided one or more of the above conditions are met, eligible employees may not be denied use of Family and Medical Leave.

c. An employee may elect to substitute paid leave as part of the twelve (12) week entitlement, but cannot be required to do so.

d. To be eligible for Family and Medical Leave, employees must have completed at least twelve (12) months of civilian service with the Federal government, and have been employed for at least 1,250 hours during the preceding twelve (12) months. Employees on temporary limited appointments of one year or less and intermittent employees are not eligible.

e. The employer may require medical certification to support a request for Family and Medical Leave because of a serious medical condition, and a fitness for duty report to return to work.

f. An employee is entitled to retain health benefits coverage while on leave without pay for Family and Medical Leave provided he/she pays the employee share of the premium. The employee will arrange payment of the premiums.

g. Upon return from Family and Medical Leave, the employee will be restored to his/her previous position, or to an equivalent position. The following three requirements must be met: equivalent pay, equivalent benefits, and equivalent conditions of employment.

## Section 2. Family Friendly Leave Act (FFLA).

a. The FFLA expands the criteria for which employees may use sick leave. Accordingly, employees may use sick leave to (1) provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or other condition which, if the employee had such condition, would justify the use of sick leave; or medical, dental, optical examinations or treatment; or (2) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

b. Under the FFLA all full-time employees may use up to **104** hours of sick leave each year for family care or bereavement purposes. Part-time employees have the same entitlements on a pro-rated basis according to the number of hours of work in the employees scheduled tour of duty.

c. For purposes of the FFLA, family members are spouse and parents thereof, children and adopted children and spouses thereof, parents, brothers and sisters and spouses thereof, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

d. Documentation required will be the same as that required for personal illness.

## Section 3. Bone Marrow or Organ Donations.

a. Employees are entitled to up to seven (7) days leave each calendar year without loss of pay to serve as a bone marrow donor or 30 days to serve as an organ donor.

b. Except in cases of emergency, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the immediate supervisor to the Commanding Officer for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual leave, sick leave, or leave without pay, whichever is applicable.

Section 4. Sick Leave for Adoption.

a. Employees are authorized sick leave for purposes related to the adoption of a child. Accordingly, sick leave may be used for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. Additionally, sick leave may be granted for any periods during which an adoptive parent is ordered or required by the adoption agency or by the court to be absent from work to care for the adopted child.

b. The entitlement to use sick leave for purposes relating to the adoption of a child is in addition to the annual 13-day limit under the Family-Friendly Leave Act.

c. The same limitations apply in the case of adopted children, once adopted, as in the case of biological children with regard to the use of Family Friendly sick leave.

d. Requests for sick leave for adoption purposes must be submitted as far in advance as possible and be supported by documentation that is administratively acceptable.

ARTICLE 16  
COURT LEAVE

Section 1. Court leave will be granted, in accordance with applicable laws and regulations, to an employee who is requested to perform jury duty in any court of law or act as a witness in a judicial proceeding in which the Federal, State, or local government is a party. When an employee is called as a witness or juror, he will notify his supervisor as soon as possible and submit a request for court leave. Upon completion of service, the employee shall submit a list of the dates and times he served or was awaiting service as a witness or juror.

Section 2. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least two hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is the employee's responsibility to request and receive approval prior to going on leave.

Section 3. If an employee receives regular pay from the government for a period of court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls and parking).

ARTICLE 17  
EXCUSED ABSENCES

Section 1. Unit employees are encouraged to serve as blood donors and should be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. Normally, four hours are authorized. Additional time should be granted in unusual circumstances.

Section 2. Unit employees may be excused to participate in interviews and written examinations conducted under the Employer's Merit Promotion Program, provided the interviews or examinations are conducted during regularly scheduled working hours.

Section 3. Supervisors may grant brief absences or to excuse tardiness on an individual basis for periods of less than one hour. Employees may be granted excused absences for other purposes in accordance with law and regulation.

## ARTICLE 18 ADVERSE WEATHER

Section 1. The parties agree that the closing of an activity is within the administrative authority of the Employer. During any period of shutdown, the Employer will apply the appropriate regulatory guidelines.

Section 2. When the Employer decides to curtail work during normal working hours due to adverse weather conditions, Unit employees involved will be promptly notified. The Employer agrees to inform the Union President of curtailment of operations due to adverse conditions upon making the decision.

Section 3. When work is curtailed prior to normal duty hours due to adverse weather conditions, local radio and television stations will be notified as promptly as possible. Unit employees shall report for work unless announcement is made to the contrary.

Section 4. When the Employer determines that work must be curtailed due to adverse weather conditions, Unit employees whose services are not required will be excused without charge to leave or loss of pay.

Section 5. The Employer agrees to designate alpha positions in writing.

## ARTICLE 19 TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of Employees within the unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Employer will publicize job-training opportunities. The parties agree to stress to Employees the need for self-improvement and training to increase efficiency and output.

Section 3. The Employer will provide new employee orientation.

Section 4. The Employer will reasonably consider employees' request to enroll in job-related courses at the expense of the Employer.

Section 5. Training opportunities will be equitably distributed among employees and each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

Section 6. The employer agrees to pay all officially reimbursable costs related to required training and to the successful completion of all officially approved self-development training such as books, tuition, and fees, provided that these expenditures have been properly authorized in advance by the Employer.

Section 7. Employees participating in Employer-required training shall be compensated for normal salary, travel and per diem, as specified under the FLSA and other applicable regulations.

## ARTICLE 20 TEMPORARY DUTY TRAVEL (TDY)

Section 1. It is understood that employees may be required to perform TDY in order to satisfactorily accomplish the duties of their positions and the mission of the Employer, under the conditions prescribed in applicable laws and travel regulations. When selected for TDY, the employee may request excusal from such assignment and if so the Employer will request volunteers from individuals qualified to perform the assignment.

Section 2. TDY under the control and authority of the employer will be administered in accordance with the CFR and the Joint Travel Regulations.

Section 3. Employee selection for TDY assignments must be based on official necessity and qualifications of the individual to best perform the service required.

Section 4. Issuance of travel orders and travel allowances shall be in accordance with applicable laws and regulations (including Joint Travel Regulations Vol.II).

Section 5. The Employer shall authorize travel advances for employees who do not have a Government Travel Charge Card. Advances may be for per diem, POV mileage allowances, and/or reimbursable expenses. A traveler may also be reimbursed an advance room deposit when it is required by the lodging facility to secure a room reservation prior to official TDY travel.

Section 6. The rules on travel hours of work depend on whether an employee is non-exempt or exempt from the Fair Labor Standards Act (FLSA):

a. For FLSA exempt employees, the crediting of travel time as hours of work is governed under 5 CFR 550.112(g) and (j).

b. For FLSA non-exempt employees, travel time is credited if it is qualifying hours of work under **either** the title 5 rules above or under 5 CFR 551.401(h) and 551.422.

c. Compensatory time off for travel will be administered in accordance with 5 CFR 550, Subpart N.

Section 7. Travel should be by the scheduled transportation that most nearly coincides with the departure and arrival times needed to carry out the mission. Consideration should be given to:

- a. Duty hours,
- b. Duty requirements,
- c. Lodging availability at points of origin, destination or intermediate stops,
- d. The traveler's comfort and well being,
- e. Arranging transportation so that the traveler is scheduled to arrive the day before the TDY actually begins,
- f. The need for onward transportation,
- g. The traveler being scheduled for departures and arrivals between 0600 and 2400 unless 2400 and 0600 is required by the mission.

Section 8. An employee traveling on official business must exercise the same care and regard for incurring expenses to be paid by the Government as would a prudent person traveling at personal expense.

Section 9. Both parties agree that the key to ensuring that travel reimbursements are received in a timely manner is to ensure that travel claims are expedited once employees return from TDY. The Employer will make every reasonable effort to ensure that travel claims are processed promptly.

Section 10. For any TDY assignment, authorization for use of a Privately Owned Vehicle (POV) or rental vehicle shall be granted based on what is more advantageous/cost effective to the Government. Where POV mileage is reimbursed for temporary duty situations, mileage will be paid in accordance with applicable regulations.

## ARTICLE 21 SAFETY AND OCCUPATIONAL HEALTH

Section 1. It is agreed that injury prevention and the preservation of a safe and healthful workplace for all individuals is a prime concern to the Employer and the Union.

Section 2. The Employer will strive to provide and maintain a safe work environment for the employees. The Union will encourage all employees to work in a safe manner and to use prescribed personal protective equipment and practices.

Section 3. The Employer agrees to provide and maintain Personal Protective Equipment (PPE) when its use is necessary and such use will lessen the likelihood of occupational injuries and/or illnesses.

Section 4. Should an employee claim that his assigned job is not safe or will endanger his health, the circumstances shall be reported to the immediate supervisor in accordance with the existing local instruction. The immediate supervisor shall address the potential safety issue. If the safety issue is not resolved by the immediate supervisor, the employee should report the issue to the NEMSCOM Safety Office.

Section 5. The Employer will make a reasonable effort to ensure all employees are qualified to perform their duties.

Section 6. The Employer will take appropriate actions in detecting and resolving safety problems, hazardous noise levels and similar conditions. The Union and employees will bring such problems to the attention of the Employer.

## ARTICLE 22 ON THE JOB INJURIES

Section 1. The Federal Employees' Compensation Act (FECA) (5 USC 8101) provides compensation, medical care, and other benefits for all appropriated fund civilian employees for disability due to personal injuries sustained while in the performance of duty, and diseases proximately caused by employment.

Section 2. The Employer is responsible for obtaining emergency treatment and transportation necessary to secure treatment for employees sustaining on-the-job injuries.

Section 3. Time spent in a Government dispensary or hospital during working hours on the day of injury will not be charged to leave or compensatory time but will be considered as work time.

Section 4. Employees will inform their supervisors promptly when injured or ill due to work-related injury or illness. An employee (or someone acting on his behalf) who sustains an injury or illness while in the performance of duty should give written notice thereof on Office of Workers' Compensation Program (OWCP) Form CA-1 or 2 to his immediate supervisor within 48 hours after the injury.

Section 5. The Employer agrees to process and forward promptly (usually within 48 hours) those documents required of the Employer when an employee sustains an on-the-job injury and elects to file a claim.

Section 6. When an employee designates in writing a Union representative to assist in applying for workers' compensation benefits, the representative will be authorized to review and obtain copies of all documents relating to the claim.

ARTICLE 23  
CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

Section 1. It is Department of Defense (DOD) policy to assist Employees in overcoming performance or conduct deficiencies caused by misuse of drugs or alcohol or by other personal problems. When an employee voluntarily requests assistance, the CEAP Administrator will provide problem identification and preventive counseling and referral to local community agencies for treatment, rehabilitation, or other assistance. The Employer may refer an employee to the CEAP Administrator if instances of deficient work or behavioral changes are identified and documented.

Section 2. To the extent feasible, CEAP assistance will be made available to family members of an employee with personal problems and to an employee who has a personal problem.

Section 3. The Employer recognizes its obligation to inform employees of the CEAP and will display information about the CEAP on official bulletin boards.

Section 4. The parties recognize that the support and active participation of the Union is a key element in the success of the CEAP. As such, Union representatives shall be included in training and orientation programs to insure mutual understanding of CEAP policy, referral procedures, and other program elements.

Section 5. The Employer will not use the fact that a Unit member has been or currently is enrolled in CEAP as evidence to take any disciplinary or adverse action against the Employee.

Section 6. Under the Privacy Act, the Employer shall assure that all information about the employee's use of CEAP and reasons for such assistance is not released to anyone other than a CEAP agent. All medical and/or rehabilitation records concerning the employee's problem, including CEAP records of the identity, diagnosis, prognosis, or treatment are confidential and may be disclosed only as authorized by 42 CFR Part 2, including the provision of written consent by the employee.

ARTICLE 24  
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, handicapping condition, or age. In addition, the Parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, political affiliation, or sexual orientation.

Section 2. The Employer and the Union agree to promote a positive, continuing equal employment program.

Section 3. Unit employees who feel they have been discriminated against have the right to discuss complaints with an Equal Employment Opportunity Counselor. Employees who perceive they have been discriminated against must seek counseling on the alleged discriminatory matters within 45 calendar days of the incident or personnel action. Employees have the right to file a formal complaint in accordance with existing regulations. Employees may choose to have a personal representative when filing a formal complaint.

Section 4. Representative(s) of the Union and the Employer will meet as deemed necessary relative to equal employment matters. Requests for such a meeting should include the subject matter to be discussed.

Section 5. Information pertaining to the EEO complaint process (including phone numbers for the EEO Programs Department) will be posted on official bulletin boards and can be obtained from the Employer.

## ARTICLE 25 POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1. The Employer agrees to administer the position classification program in accordance with applicable laws, regulations, DOD and DON policy. The Employer agrees to maintain current and accurate position descriptions for all unit positions in accordance with existing regulations. The Employer agrees that position descriptions will be based on the duties and responsibilities assigned to positions. Position descriptions will be updated or changed and reclassified as soon as practicable. The Employer will furnish employees with a copy of their position descriptions upon request and when significant changes are made.

Section 2. In any case where action is planned to modify the position description of an employee, the immediate supervisor or appropriate official will discuss the proposed change with the affected employee whenever possible.

Section 3. An employee who believes his job or position is improperly classified or that the job or position description is not current and accurate may discuss the matter with his supervisor. A Union representative may accompany the employee at the discussion. An employee who believes the title, series or grade level assigned to his job or position is incorrect and who requests the Employer to inform him of the appropriate appeal procedures will be provided such information.

Section 4. A dispute regarding the accuracy of an employee's position description may be handled under the negotiated grievance procedure.

## ARTICLE 26 PERFORMANCE EVALUATION AND INCENTIVE AWARDS

Section 1. Evaluations of performance will be performed consistent with law, regulation, DOD and DON policy.

Section 2. The Employer will conduct performance progress reviews on an as-needed basis, at least once each six months. The Employer and the Union recognize this step to be essential in assisting employees to maintain their performance at an acceptable level.

Section 3. The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's record.

Section 4. An employee's signature on an evaluation, where signature is provided for, indicates only that the evaluation has been received, and does not indicate the employee's agreement or disagreement with the evaluation.

Section 5. The employee has a right to grieve his/her performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 1 of the Grievance Procedure and will be filed within ten (10) work days of the employee receiving a copy of the performance evaluation.

Section 6. Each employee will be provided a copy of his annual performance evaluation at the time of review.

Section 7. The Incentive Awards program will be administered in accordance with the NEMSCOM awards instruction. Awards will be given on a fair and objective basis.

## ARTICLE 27 BENEFICIAL SUGGESTION PROGRAM

Section 1. The Employer and the Union support and encourage all employees to participate in the Beneficial Suggestion Program.

Section 2. Normally, suggestions will be processed within 90 days. Exceptions to this time frame may be required because of special situations such as a test period, referral to other outside authority for approval or review, or development of an instruction.

Section 3. The Employer will encourage employees to discuss prospective beneficial suggestions with their immediate supervisors.

Section 4. The Employer agrees to make suggestion forms and a suggestion box accessible to the employees of the Unit.

Section 5. Union officials and stewards will encourage their members to participate in the Suggestion Program.

Section 6. A discussion with the originator of a suggestion may be held if the evaluator determines it is necessary.

Section 7. The Employer will provide an employee whose suggestion is not adopted or awarded a copy of the evaluation and written reasons for the decision.

ARTICLE 28  
DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the assignment. Details will be made in accordance with law and regulation and kept within the shortest practicable time limits.

Section 2. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; for establishing proper controls to ensure that details are recorded and terminated on time.

Section 3. Details shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved.

Section 4. An officially effected temporary promotion is a change of an employee to a position at a higher pay level for a specified period of time. The employee must meet the qualification requirements for the position to which he/she is temporarily promoted.

Section 5. Consistent with workload and manpower requirements a unit employee assigned to higher graded duties shall be temporarily promoted if the supervisor determines a need exists. Unit employees detailed to positions of a higher grade shall be temporarily promoted to the higher grade effective the 31<sup>st</sup> day of the assignment. Where a temporary promotion is to be effected for a period in excess of 120 days, such promotion will be made under competitive procedures.

ARTICLE 29  
MERIT STAFFING

Section 1. The Employer recognizes the importance of, and benefits to be derived from, giving promotional opportunity to NEMSCOM employees. The initial area of consideration for a vacant position will include NEMSCOM.

Section 2. This agreement provides for concurrent consideration of NEMSCOM employees, but does not restrict the right of the employer to fill positions by methods other than promotion.

Section 3.

a. The area of consideration for promotions must be broad enough to obtain a sufficient number of highly qualified candidates, inclusive of under represented groups, from which to select and to provide adequate promotional opportunities for employees.

b. Employees who are absent due to military uniformed service/reserve call up should provide a current resume or application to their supervisor or command HR liaison for

consideration for potential Management Identification of Candidates (MIC) solicitation announcements prior to departure or as soon as practicable. To be considered for vacancies recruited via STAIRS inventory while on uniformed service/reserve call up, employees must submit their resume on line to that system in order to be considered for those vacancies. The appropriate website for entry into STAIRS inventories is <https://chart.donhr.navy.mil/>.

Section 4. The Union and the Employer agree that the purpose of the local Merit Staffing Plan is to insure that employees are given full and fair consideration for advancement and to insure selection from among qualified candidates. The Merit Staffing Program will be administered in accordance with applicable regulations, HRSC East guidance and HRO manual and NEMSCOM instructions.

Section 5. Upon request, the Selecting Official will counsel unsuccessful applicants for the purpose of defining in what area, if any, the employee should improve himself in order to increase chances of promotion.

Section 6. The Union President will be provided notice of all NEMSCOM vacancies to be filled prior to recruitment action.

Section 7. Training will be offered annually on STAIRS.

## ARTICLE 30 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The parties agree that the Employer has the right to administer disciplinary and adverse actions for just cause and for such cause as will promote the efficiency of the service. When determining the appropriate action, the Employer will consider relevant factors, including but not limited to, the nature of the offense, the employee's length of service, past record, nature of position, past application of penalties for like offenses within the unit, and any extenuating or mitigating circumstances.

Section 2. For the purpose of this Article, disciplinary actions may be formal or informal.

a. Informal disciplinary actions include oral admonishments and letters of caution and/or requirement when they are issued for disciplinary reasons to correct an employee. Informal disciplinary actions will not be placed in an employee's OPF.

b. Formal disciplinary actions are defined as letters of reprimand or suspensions of pay of 14 days or less.

(1) Letter of Reprimand. A letter of reprimand (i.e., a written remedy issued by a supervisor for an employee's improper conduct) is made a matter of record in an employee's OPF for a period of two (2) years from the date of issuance. A letter of reprimand may be counted as a prior offense as set forth in Department of Navy regulation.

(2) Suspension of 14 Days or Less. A suspension (i.e., the placement of an employee in a temporary status without duties or pay for disciplinary reasons) of 14 days or less may be counted indefinitely as a prior offense.

Section 3. Adverse actions are defined as removal, suspension for more than 14 calendar days, reduction in grade or pay, or furlough of 30 days or less. A furlough is defined as a temporary nonpay status and absence from duty required by the Employer because of lack of work or funds, or for other non-disciplinary reasons.

Section 4. Disciplinary and adverse actions will be processed in accordance with applicable regulations and employees will be afforded all rights and privileges provided therein.

Section 5. A pre-action investigation should be initiated and completed as soon as practicable following an incident that may be appropriate for disciplinary or adverse action. During the pre-action investigation, the employee against whom discipline is being contemplated will be advised as to the nature of the alleged offense. The pre-action investigation will normally include a discussion with the employee against whom action is being contemplated.

Section 6. It is recognized that an important aspect of discipline is the timely response to inappropriate behavior. Therefore, disciplinary and adverse actions will be initiated in a timely manner.

Section 7. An employee may have a representative of the Union present during any examination by representatives of management where the employee believes that a disciplinary or adverse action may be taken against him provided he requests representation. The Union agrees to promptly make arrangements for a representative to be present so as not to delay the examination.

Section 8. When disciplinary or adverse action is proposed the Employee and his representative will be given a copy of the pre-action investigation conducted under Section 5 of this Article if it is requested consistent with applicable government-wide regulations governing release and disclosure of information.

Section 9. The Employer will inform the employee in the disciplinary action/adverse action decision letter of his grievance and/or appeal rights. The grievance will be initiated at the Deciding Official level.

ARTICLE 31  
GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly and equitable means for resolving grievances.

Section 2. Unit employees covered by this agreement may present a grievance, which may be adjusted with, or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure for processing grievances not excluded by Section 4.

A grievance is defined as any complaint:

- a. By any Unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to employment of Unit employees;
- c. By any Unit employee, the Union, or the Employer concerning –
  - (1) The effect or interpretation, or a claim of breach of this Agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation, affecting conditions of employment.

Section 4. The following are excluded from coverage of this grievance procedure:

- a. A claimed violation of 5 USC § 7321 (relating to prohibited political activities).
- b. A suspension or removal effected under 5 U.S.C. 7532 for National Security reasons.
- c. Retirement, life insurance, health insurance.

- d. Any examination, certification or appointment of candidates for Federal employment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee.
- f. Alleged acts of discrimination under 29 CFR 1614.
- g. Any matter for which the employee has already initiated action under a statutory appeals procedure.
- h. Any matter affecting conditions of employment over which the Employer has no jurisdictional control (e.g., traffic violations, revocations of base decals).
- i. Termination of probationary or temporary employees.
- j. Non-selection for promotion from a group of properly ranked and certified candidates.
- k. A notice of proposed action that, if effected, would be grievable or appealable.
- l. Content or substance of performance standards, elements and objectives of an employee's performance plan. (Application is grievable).
- m. The failure to grant or recommend an employee for an award (e.g., disapproval of a Quality Step Increase, performance award or other type of incentive award), non-adoption of a suggestion.
- n. Matters appealable to MSPB.

Section 5. Grievances may be initiated by: employees (either singly or jointly), the Union, or the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, the Negotiated Agreement or established agency policy. An employee or group of employees in the unit may be represented only by himself/themselves or the exclusive Union in filing a grievance under the negotiated procedures.

Section 6. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 7. A reasonable amount of official time may be granted to a Unit employee who perceives he/she is aggrieved and to his designated Union representative to investigate, prepare or present a grievance through this Negotiated Grievance process. Official time will not be arbitrarily denied. No overtime will be paid to any such employee or Union

representative to accomplish these functions. An employee or Union representative desiring official time for either of the foregoing purposes will inform his immediate supervisor, if available, or the next higher level of line supervision who is available, of the reason he/she desires to absent himself from his job site and of the anticipated duration of the absence. Aggrieved employees/Union representatives will not be required to disclose any confidential information concerning matters for which official time is being requested but must provide enough information to permit the supervisor to determine that requested official time is reasonable and appropriate under this agreement. An employee and/or Union representative desiring to use official time must obtain the supervisor's permission (using the NEMSCOM Official Time Request Form) before absents himself from the workplace. Upon returning to work, the employee and/or Union representative will complete the NEMSCOM Official Time Request Form and submit it to his supervisor. The parties understand and agree that official time shall only be used for official business as specifically provided for by this Agreement and 5 USC 7131, and shall not be used for personal or internal union business.

Section 8. Once a grievance has been accepted for processing under this grievance procedure, failure of the aggrieved employee or the Union to comply with time limits outlined in Section 10 will terminate further consideration of the grievance. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced by the Union to the next higher step of this grievance procedure. It is understood, however, that there may be extremely unusual and extenuating circumstances (e.g., emergent operational requirements, pre-approved annual leave; unanticipated/unavoidable or prolonged authorized absences, or temporary duty assignments) that preclude timely submission of a grievance or provision of a timely response. In such cases, the parties will negotiate a reasonable time extension

Section 9. A grievance by the employee, Union or the Employer shall be filed within ten (10) work days of the incident or learning of the incident being grieved. Should extenuating circumstances preclude adherence to the above stated time constraints, written reasons attesting to the circumstances will be submitted with the grievance.

Section 10. Employee grievances shall be processed as follows:

a. Step 1. An employee shall first take up his grievance with his immediate supervisor or designated representative. The employee may elect to have a Union representative. The following information shall be provided in writing (via the Grievance Form) to the immediate supervisor or designated representative:

(1) The basis for the grievance;

(2) If applicable, the specific article and section of this agreement or specific regulation or instruction (identified by chapter and section) that the employee believes has been violated;

- (3) The date of the incident (or learning of the incident) being grieved; and
- (4) The corrective relief sought.

The immediate supervisor or designated representative shall make a reasonable effort to resolve the grievance and will render his written decision or findings/conclusions to the employee within ten (10) workdays of the date he received the grievance.

b. Step 2. Should resolution not occur at Step 1, the Employee and his representative may submit the grievance for further consideration by filing a written grievance with his Director or designated representative within ten (10) workdays of receipt of the Step 1 decision. For employees in Codes 00C and 00F, the grievance shall be filed with the Director for Administration or designated representative. The grievance shall specify the date the employee received the Step 1 decision, the basis for the employee's disagreement with the Step 1 decision and the corrective relief sought.

The Director or designated representative will render his written decision within ten (10) workdays of the date he received the grievance. The Director or designated representative will meet with the employee if requested.

c. Step 3. Should resolution not occur at Step 2, the employee and his representative may submit the grievance for a final decision by filing a written grievance with the Commanding Officer or his designated representative within ten (10) work days of receipt of the Step 2 decision. The grievance shall specify the date the employee received the Step 2 decision, the basis for the employee's disagreement with the Step 2 decision and the corrective relief sought.

The Commanding Officer or his designee will render a final written decision within ten (10) workdays of the date he received the grievance.

Section 11. Employer grievances shall be filed in writing with the President of the Union within thirty (30) work days of the incident or learning of the incident being grieved. The grievance shall specify the date of the incident or learning of the incident being grieved, the basis for the grievance and the corrective relief sought. The Union President will render a written decision to the Commanding Officer via the Executive Officer within thirty (30) workdays of receipt of the grievance.

Section 12. The President of the Union shall file union grievances in writing with the Commanding Officer or designee via the Executive Officer within thirty (30) workdays of the incident or learning of the incident being grieved. The grievance shall specify the basis for the grievance and the corrective relief sought. The Commanding Officer or designee will render a written decision to the President of the Union within thirty (30) workdays of the grievance.

Section 13. Grievances concerning merit staffing actions taken by the HRSC East will be administered as outlined in the HRSC East STAIRS Manual or applicable HRSC East

operating instructions. Upon receipt of a final decision from the HRSC East, the employee may submit a grievance to the Commanding Officer or his designee as outlined in Section 10, Step 3 of this Article.

Section 14. Grievances concerning internal merit promotion recruitments through the Management Identification of Candidates methods will be processed as follows:

a. Step 1. The grievance will first be informally discussed with the HRO Specialist involved in the action. This discussion will take place within five (5) work days of the incident being grieved.

b. Step 2. If the grievance is not resolved to the employee's satisfaction at Step 1, a written grievance may be filed with the servicing HRO within five (5) work days of the informal discussion with the HRO Specialist. The servicing HRO will prepare a written response within five (5) work days of receipt of the written grievance.

c. Step 3. If the grievance is not resolved to the employee's satisfaction at Step 2, a written grievance may be filed with the Commanding Officer or his designee within five (5) work days following receipt of the Step 2 decision. The Commanding Officer or his designee will render a final written decision within five (5) work days of the date he received the grievance.

Section 15. In keeping with Article 32 of this Agreement, either the Union or the Employer may refer grievances not satisfactorily resolved to arbitration.

## ARTICLE 32 ARBITRATION

Section 1. When a matter pursued through the negotiated grievance procedure is not satisfactorily resolved at the final step of the grievance procedure, the Employer or the Union may submit it to arbitration. The request to invoke arbitration must be in writing and must be received by the Commanding Officer or the Union President within ten (10) workdays of the date of receipt of the final decision. Only the parties to this agreement may invoke arbitration.

Section 2.

a. Within ten (10) work days of receipt of the request for arbitration, the moving party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The moving party will pay the fee for the provision of the arbitrator list.

b. The parties shall strike names from the arbitrator list within ten (10) work days after receipt of the list of arbitrators unless delay is mutually agreed upon. The employer and the Union will alternatively strike names from the list. A flip of a coin will decide which

party strikes first. The remaining name will be the duly selected arbitrator. In the alternative, the parties may jointly agree on an arbitrator without requesting a list from FMCS.

c. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. Where the Union and the Employer mutually request a transcript, the expense will be shared, otherwise the party requesting the transcript shall bear the expense.

d. The arbitration hearing will be held on the Employer's premises, the Yorktown Satellite of HRO Norfolk, or another location on the Naval Weapons Station Yorktown (including Cheatham Annex) during the regular business hours of the basic workweek (Monday-Friday). Witnesses will be present at the hearing only while testifying. Each person authorized to attend the arbitration hearing that is employed by the Employer and who is in an active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceeding.

Section 3. The arbitrator will be requested to render his decision as soon as possible after the date of the hearing. If both parties agree, the dispute may be decided upon written submissions only.

Section 4. The arbitrator will not change, modify, alter, delete or add to the provisions of this Negotiated Agreement; the Union and Employer retain this right.

Section 5. Either party (the Union or the Employer) may file exceptions to an arbitrator's award in accordance with law and regulation.

### ARTICLE 33 CONTRACTUAL WORK

Section 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act.

Section 2. As requirements are known, the Union will be notified of the functions scheduled for review under the Commercial Activities Program that may have an impact on unit employees. Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Article, on matters which may adversely affect bargaining unit employees. These briefings may include representatives of the Union and management personnel. Briefings will be held with adversely affected employees for the purpose of providing information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

Section 3. The Union will be advised of contracting out decisions made under OMB Circular A-76. The impact and implementation of A-76 contracting out decisions will be negotiated upon request of the Union.

Section 4. Complaints concerning OMB Circular A-76 are excluded from negotiated grievance and arbitration procedures contained herein.

#### ARTICLE 34 UNION FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union with adequate, mutually agreed-upon administrative office space to accommodate the representational functions of the Union. The space shall be provided without cost to the Union and equipped (on a loan basis) with one desk, three chairs, a file cabinet, one telephone with local and long distance service (Note: long distance calls must be logged and submitted to the employer each month), one computer with e-mail and internet access, one fax machine and one trash can. Union representatives will have access to the Employer's copy machines to reproduce representational material. Use of the Employer's guard mail system is authorized for representational activities. As with all other Government employees, Union representatives are responsible under the Standards of Conduct and other applicable regulations for ensuring that the above will be used only for official use and authorized purposes and will not be put to uses that would reflect adversely on the Employer.

Section 2. The Employer agrees to allow the Union to use NEMSCOM facilities for meeting purposes on an as needed, as available basis. Upon request, facilities of the Employer (including use of the Employer's video equipment for film presentations) may be made available for meetings of the Union for the conduct of internal affairs with unit employees outside regular working hours and for Union seminars and training sessions with unit employees, subject to approval and prescribed security requirements.

Section 3. The Employer agrees to furnish the Union monthly, an up to date list of employees in the bargaining unit by name, position, title, grade and organization.

#### ARTICLE 35 BULLETIN BOARDS AND PUBLICITY

Section 1. The Employer will provide one lockable official Union bulletin board properly identified as NAIL, Local 1 in Building 564. The Union shall be solely responsible for posting and removing of material on bulletin boards and will maintain control of the key(s). The Union will be allowed joint use of existing (non-lockable) bulletin boards in Buildings 565 and CAD 30. The Union shall be responsible for the content of all material posted and shall assure that it does not violate any law or regulation, the Security of the Employer's premises, or contain libelous or abusive language. Failure by the Union to abide by these guidelines will result in their loss of use of the bulletin board.

Section 2. The Union may submit articles of general interest to the Employer for inclusion in the official bulletin, or other similar command publications.

Section 3. The Union will be listed as a separate organizational listing in the NEMSCOM telephone directory as follows: Union - National Association of Independent Labor, Local 1.

#### ARTICLE 36 UNION TRAINING SESSIONS

Section 1. The Employer agrees to grant a bank of 56 hours per calendar year to be used by Union officers and stewards to attend union-sponsored training or receive briefings on subjects within the scope of the statute to the extent that such training is of mutual benefit and permitted by workload. The union shall submit to the Commanding Officer or his designee, normally ten (10) days in advance, any request for administrative leave, to include the following information: name(s) of representatives; date, time, place of training, subject matter to be covered and anticipated benefits of such training. The Commanding Officer or his designee will render a decision normally within five (5) workdays prior to the start of the requested training. The Union is responsible for funding all Union training. After completion of the training, the Union will provide the Employer with a listing of employees who attended the training and the number of hours of official time used by each.

#### ARTICLE 37 ASSIGNMENTS TO COMMITTEES AND MEETINGS

Section 1. The Union shall be afforded membership to the following established committees:

- a. Recreation Committee
- b. Safety Committee
- c. Incentive Awards Committee
- d. Other subsequent established Committees.

Section 2. Committee members shall be subject to applicable law, provisions of pertinent regulations and activity instructions governing functions and tenure of the committee(s). In staffing committees except for the Incentive Awards Committee and all other subsequent Committees, the Union will be afforded the opportunity to name a representative of its choice. The Union shall submit a list of three (3) nominees to the Incentive Awards Committee, from which the Employer will appoint one nominee to serve as a member. This procedure for nominations will apply to appointments to all other committees.

Section 3. The selected Union representative shall be primarily responsible for assisting, as a committee member, in achieving the objective(s) of the committee.

Section 4. Union participation on a committee does not constitute a waiver of bargaining rights.

#### ARTICLE 38 SMOKING AND TOBACCO PRODUCTS

Section 1. The Union and Employer recognize that individuals have the right to have an environmentally sound work environment, which includes the right to smoke-free conditions. As such, the parties agree that there will be no smoking in agency buildings, vehicles, or motorized equipment.

Section 2. The Employer shall provide a covered smoking area to protect employees from the elements.

Section 3. Employees of NEMSCOM will be allowed to smoke before work, during break periods, during their lunch break, and after duty hours.

Section 4. Smoking will only be allowed in outside areas away from any doorways, flammable or hazardous substances in accordance with DOD fire codes.

Section 5. The employer shall make Family Support Center programs and classes available to unit employees to help smoking cessation.

#### ARTICLE 39 PHYSICAL CONDITIONING/WELLNESS PROGRAM

Section 1. The Employer agrees to allow bargaining unit employees up to three hours per week for physical conditioning and participation in command health promotion initiatives (e.g. smoking cessation, health fairs, blood pressure screening, immunizations) subject to workload considerations and subject to the following conditions:

a. An employee who desires to participate in a physical conditioning program must request permission in writing to their supervisor. This request must include a general statement about the physical conditioning program that will be pursued (i.e., weightlifting, basketball, running/jogging, walking) and a statement from the employee's physician that clears him for participation in the program.

b. To ensure proper accountability of duty time, employees must muster with the command physical fitness coordinator in the base gym or sign out at the front desk of Building 564 prior to commencing their exercise program. Employees are encouraged to participate with military personnel if they so desire, but this is not required. After mustering or signing out, employees may pursue their own program of conditioning.

c. For command health promotion initiatives the employee will coordinate with their supervisor.

d. Authorized times for participation will coincide with current military physical fitness times unless the supervisor approves an exception

Section 2. The parties agree that employees participating in the physical conditioning/wellness program may lose the privilege of participating if any abuses are noted and not corrected immediately.

#### ARTICLE 40 MISCELLANEOUS AND GENERAL PROVISION

Section 1. The Employer will provide the Union with a copy of the Employer's regulations and instructions pertaining to personnel administration and changes as published and all other publications that affect employee working conditions.

Section 2. The Employer will provide the Union a copy of the approved NEMSCOM Organizational Charts as published.

#### ARTICLE 41 DISTRIBUTION OF AGREEMENT

Section 1. The Employer will furnish copies of this Agreement and any amendments or supplements to all employees in the unit, to their supervisors, and to all new employees in the unit. The Employer will furnish 15 copies of this Agreement to the Union when initially printed. The contract will be printed in a booklet format.

Section 2. The Employer agrees to permit bargaining unit employees to attend a one (1)-hour orientation (conducted by the Union) on this Agreement when it is approved. A representative of the Employer will be given the opportunity to be present at the meeting at all times.

#### ARTICLE 42 DURATION AND CHANGES

Section 1. This agreement will become effective on the date of approval by the Department of Defense. If this Agreement has not been approved or disapproved within thirty (30) days from the date of its execution, it shall be binding on the parties subject to the provisions of the Act and any other applicable law, rule or regulation.

Section 2. The duration of this Agreement is three (3) years from the date of approval by the Department of Defense. The Agreement shall be renewed automatically for additional periods of three years unless either party gives written notice of its desire to renegotiate. Renegotiations will commence within 90 days prior to the expiration of the Agreement.

Section 3. This Agreement may be amended by mutual agreement of the parties at any time. A request for amendment under this Section by either party must be in writing and must include a summary of the proposed changes. The parties will meet within thirty calendar days after receipt of the proposed amendment to discuss the matter. If the parties agree that an amendment is warranted, they will schedule a date to commence negotiations. Negotiations will be restricted to the proposed changes.

Section 4. Any waiver or breach of this Agreement by the Employer or the Union shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

#### ARTICLE 43 UNION-MANAGEMENT MEETINGS

Section 1. It is agreed and understood that good communications is in the best interest of the Employer and the Union. The Employer will meet bimonthly with two persons of the Union's choice to discuss items of general interest to employees.

Section 2. At least five (5) calendar days prior to any requested meeting, the Union shall submit an agenda briefly describing those items they desire to discuss at the meeting. Matters not on the agenda may be discussed by mutual agreement. In the absence of an agenda, no meeting will be scheduled.

Section 3. The procedures set forth above in this Article shall not be used in lieu of available grievance or appeal procedures. Consequently, employee grievances and appeals shall not be discussed at any meeting held in accordance with this Article.