

**NAVAL FACILITIES ENGINEERING COMMAND
NORTHWEST
NON-PROFESSIONAL CONTRACT**



**NEGOTIATED AGREEMENT
BETWEEN
COMMANDING OFFICER
NAVAL FACILITIES ENGINEERING COMMAND
NORTHWEST
And
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS
DISTRICT 160, LOCAL LODGE 282
March13, 2013**

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PREAMBLE

This agreement is made by and between the Commanding Officer, Naval Facilities Engineering Command Northwest (NAVFAC NW), Silverdale, Washington, hereinafter referred to as the "Employer", and the International Association of Machinists and Aerospace Workers, District Lodge 160, IAM&AW, AFL-CIO, Local Lodge 282, hereinafter referred to as the "Union".

WITNESSETH

In accordance with the provisions of Title 5 of the United States Code, Chapter 71, hereinafter referred to as the "Statute", and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

WHEREAS the Congress finds that:

Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

- (a) Safeguards the public interest,
- (b) Contributes to the effective conduct of public business; and
- (c) Facilitates and encourages the amicable settlements of disputes between employees and their Employer involving conditions of employment; and

The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration and performance of the Employer and the well-being of employees within the meaning of the statute, to establish a basic understanding relative to personnel policies, practices, procedures, and employment, and to provide means for amicable discussion and adjustment of matters of mutual interest which are discretionary with the Employer;

Now, therefore, the parties hereby agree as follows:

ARTICLE 1

Recognition and Coverage of the Agreement

101. Recognition.

The Employer recognizes the International Association of Machinists & Aerospace Workers, District 160, Local Lodge 282, AFL-CIO, as the exclusive representative of all employees in the unit defined in 102 below.

102. Unit Definition.

Included: All Nonprofessional General Schedule and Wage Grade employees of Naval Facilities Engineering Command, Northwest, Silverdale, WA.

Excluded: All Professional employees, Management Officials, Supervisors and Employees described in 5.U.S.C.7112(b)(2), (3), (4), (6) and (7) and any Employees represented by another labor organization.

103. Coverage.

The provisions of this agreement apply to all employees in the unit defined in Article 102 above.

ARTICLE 2

Rights of the Employer

201. Employer Rights.

Employer rights will be exercised in accordance with 5 U.S.C 7106. The Employer retains the right:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and,
- B. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other administrative action against employees; and,
- C. To assign work, make decisions with regard to contracting out and determine the personnel by which operations shall be conducted; and,
- D. To make selections for appointments from properly ranked and certified candidates for promotion or from any other appropriate source; and,
- E. To take necessary action to carry out the mission during emergencies as defined by the Employer or appropriate senior authority.

ARTICLE 3

Rights of Employees

301. Statutory Rights.

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Parties agree that no interference, restraint, coercion, or discrimination shall be practiced to encourage or discourage membership in the Union or to participate in Union Representational duties or activities as authorized by this Agreement or Law. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

302. Expression of Concerns to Union.

Employees are encouraged to bring work-related concerns or complaints to the attention of their immediate supervisor. However, each employee shall have the right to bring work-related matters or complaints directly to the attention of the Union, utilizing established procedures under Article 7 of this agreement. The use of official time will be as specified in this agreement when bringing such concerns to the Union representatives.

303. Retention of Contractual Benefits.

It shall be the intent of the parties that employees shall not forfeit any benefits of this agreement while on detail or assignment at another Federal facility unless the position the employee is detailed or assigned to is outside the bargaining unit. However, such employees will conform to the rules, regulations, and procedures in practice at the place of temporary assignment.

304. Review of Records.

Upon request, the Employer shall grant an employee, or Union representative duly authorized in writing by the employee, a reasonable amount of excused time to review the employee's Official Personnel File and Official Medical File in accordance with all applicable laws, rules and regulations.

305. Representation Rights.

The Union shall be given the opportunity to be represented at:

- A. Any "formal discussion", as defined by Section 7114(a) (2) (A) of the Statute which provides, "An exclusive representative of an appropriate unit in an agency 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 practice or policy or other general condition of employment."

- B. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if;
 - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
 - 2. The employee requests representation.
- C. Supervisors are encouraged to advise employees of their right to request representation in accordance with 305 B. above at the onset of the examination. However, the Union agrees that a supervisor's failure to do so will not constitute harmful error in the event of any subsequent appeal, grievance or complaint.

ARTICLE 4

Union Rights and Responsibilities

401. Statutory Rights and Responsibilities.

- A. As the exclusive representative, the Union has the right to act for, and negotiate collective bargaining agreements covering all employees in the unit.
- B. The Union has the right to be represented at:
 - 1. Any formal discussion between one or more representatives of the Department of the Navy and one or more employees in the unit or Union representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
 - 2. Any examination of an employee in the unit by a representative of the Department of the Navy in connection with an investigation if:
 - a) The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
 - b) The employee requests representation.
- C. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

402. Employee Listings.

Upon request, the Employer will provide the Chairman with a current listing of unit employees which will include the employees' position titles, organizational code, pay plan, series, grade, bus code, and organizational and geographic locations. Such requests will be limited to four per calendar year and be forwarded to the NAVFAC Northwest Human Resources Office.

403. Photo Service.

The Employer will consider requests from the Chairman to provide photographic services on a case by case basis.

ARTICLE 5

Provisions of Law and Regulations

501. Relationship to Laws/Regulations.

Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood by the Parties that nothing in this agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government including policies set forth in Office of Personnel Management regulations, by published agency policies and regulations in existence at the time of this Agreement's approval, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

502. Future Directives.

The Employer agrees to advise the Union prior to implementing any future directive which affects any of the terms and conditions of this Agreement and which alters its discretionary authority with regard to any item within this Agreement. The Union agrees to inform the Employer of any directive they become aware of that affects any of the terms and conditions of this agreement.

ARTICLE 6

Appropriate Matters for Consultation and/or Negotiation

601. Appropriate Matters.

The Employer and Union are obligated to negotiate on appropriate matters as required by the Statute. Negotiation is mandatory on procedures observed for exercising Employer rights and/or appropriate arrangements for employees adversely affected by the exercise of the Employer's rights. The obligation to negotiate does not include matters involving the mission, budget, number of employees, organization and internal security practices of the Employer and does not extend to situations determined to be de minimis.

602. Union Notice.

Prior to implementing changes in matters appropriate for negotiation, the Employer will notify the Union's electronic mail account, or other designated point of contact, of the change and the proposed effective date. Notification will be in writing by letter, email, or fax. The proposed effective date will normally be not less than 10 working days from the date of notification. Exceptions to this may be necessitated by the urgency of the change (e.g. a change in security procedure or national security). Notifications will contain sufficient information for the Union to make an informed response.

603. Bargaining Request.

Should the Union elect to negotiate the impact and implementation of the change, it will serve notice on the Employer within ten (10) working days of receipt of the Employer's notification. Such notice shall be in writing and include timely and negotiable proposals. The Union's notice will be given to the NAVFAC Northwest Human Resources Office. A lack of response to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposed change will be implemented. The parties may mutually agree to an extension.

604. Negotiation.

If the Union elects to negotiate concerning the change, the Employer will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

605. Labor-Management Partnership Council.

Both parties will support and participate in a Partnership Council. The parties will strive to improve methods and effectiveness of communications, incorporate more effective and efficient processes for dispute resolution, find ways to improve the Labor Management relationship and employ the principles of interest-based bargaining for matters requiring negotiations. Decisions and actions of the Partnership Council will not void or modify any portion of this agreement.

ARTICLE 7

Union Representation

701. Union Representatives.

Union representatives consist of one Chairman, two Chief Stewards (one at Bangor, one at Bremerton) and up to 20 Area Stewards assigned and distributed in various work areas and shifts by the Union.

702. Employer Notification.

The Union will provide listings of its representatives assigned to the represented areas to the NAVFAC Northwest Human Resources Office. Each listing will be dated and consist of the names and telephone numbers of the Chairman, Chief Steward and Area Stewards and will identify the area of responsibility of each Area Steward. The Union will maintain these listings on a current basis. Official time for representation purposes will only be authorized for those representatives on the current listings.

703. Stewards.

Stewards will normally represent employees within their assigned area of responsibility. Their assigned area of responsibility will include their work location. The Chairman or Chief Stewards may assign Stewards to other geographic locations if there is an emergent need and the Employer concurs with the assignment.

704. Reassignment of Representatives by Management.

The Chairman and Chief Stewards will not be assigned to other geographic locations or to a shift other than day shift unless there are compelling work or training requirements. The Employer will notify the Chairman prior to reassigning Union representatives to another shift or geographic location.

705. Official Time.

- A. The Employer agrees the Chairman/Acting Chairman is a full time position and will be granted official time accordingly. The Chairman may be required to perform his/her regular duties for mission critical work. The Chairman will perform these responsibilities on the Employer's premises. Exceptions may occur under appropriate circumstances with advance written authorization of the Employer.
- B. An "Acting Chairman" may be appointed during temporary absences of the Chairman which exceed ten (10) working days. The Union will inform the NAVAF North West Human Resources Office of the Acting Chairman selection with consideration for mission impact. Consideration will be given for absences of less than ten (10) working days on a case by case basis.
- C. The Employer agrees to allow reasonable official time for Union representatives who

are bargaining unit members to perform Union representational duties; however, representatives may be required to delay representational duties, if needed, to perform regular duties for mission critical work.

- D. Official time during their regularly scheduled hours of work will be granted to Union representatives to investigate and process employee and Union grievances, to attend meetings defined in Section 401B, to participate in the Collective Bargaining process, to attend other meetings called by the Employer, and as follows:
1. Arbitration Hearings - The Union Advocate and one observer/advisor.
 2. Merit Systems Protection Board (MSPB) Hearings - One Union representative per hearing concerning a bargaining unit employee.
 3. New Employee Orientation Meetings – One Union representative will be given the opportunity to address new bargaining unit employees during such meetings.
 4. Grievance or Investigatory Meetings- There will be one Union representative EXCEPT when there is an inexperienced Union representative, in which case the Union may assign a second representative. In this situation, prior agreement between the Chairman and the NAVFAC Northwest Human Resources Office is required.
- E. Any exceptions requested by the Union concerning official time will be considered by the NAVFAC Northwest Human Resources Office on a case-by-case basis provided that such request is submitted sufficiently in advance of the meeting to allow the Employer an opportunity to arrive at a reasoned judgment.
- F. The Employer will provide the Union a budget of 200 man-hours, in total to be utilized during each fiscal year for appropriate labor relations training of the Chairman and Union Stewards who are unit employees subject to the following:
1. The Chairman will be responsible for management of the budgeted time and certification of attendance of the union representatives.
 2. The Chairman will forward a written request for the representative's release from regular duties normally at least thirty (30) days in advance of the training to the NAVFAC Northwest Human Resources Office. The request will identify the date(s) of training, duration of training each day, and will include an agenda for the training of sufficient specificity for the Employer to determine if the training is an appropriate use of official time and is of mutual benefit to the Employer.
 3. The NAVFAC Northwest Human Resources Office will advise the Chairman in writing, normally within ten (10) working-days of the approval/disapproval of the request, and if disapproved, the reasons (i.e. inappropriate use of official time, or representatives assigned duties preclude release at that time.)

- G. The Union accepts the responsibility to ensure that any activities performed by its representatives relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, and collection of dues) are performed during the time the employee is in a non-duty status.
- H. Union representatives (with the exception of the Union Chairman) are responsible for providing their supervisor with an accurate accounting of any official time usage for representation purposes during each pay period. Time will be recorded and properly coded.

706. Representation Procedures.

The following procedures will be observed by employees and Union representatives when requesting official time:

- A. Employees - Employees who wish to meet with a Union representative during duty hours will request that their supervisor arrange a meeting. Employees will advise their supervisor of the general purpose of the meeting and the urgency of the matter. At the first opportunity, the supervisor will, when appropriate, make the necessary arrangements (date, time, and location) and advise the employee of those arrangements.
- B. Union Representatives
 - 1. Union representatives who wish to meet with an employee will request their supervisor to contact the employees' supervisor to arrange a meeting. The supervisors will be advised of the general purpose of the meeting and the urgency of the matter and an estimated amount of time for the meeting. The supervisors will make timely arrangements (date, time and location) and advise the representative.
 - 2. Union representatives needing official time for other representation matters will advise their supervisor as far in advance as possible of the general nature of the matter, their destination, with whom they intend to meet, the time they wish to be released from their regular duties, and the anticipated duration of their absence. The supervisor will determine whether the union representative will be released at the time requested. If the representative cannot be released at the time requested, the supervisor will, when appropriate, provide an alternate time as soon as possible.
- C. Parties Intent. It is the parties' intent that meetings in A and B (1) above should occur within one (1) to two (2) workdays of the request. The parties recognize that exceptions may be necessitated by workload and/or other considerations.

707. Facilities.

The Employer will provide an office at each of the four (4) geographic locations for the exclusive purpose of providing work-space and record storage for Union representatives.

- A. The office will be reasonably equipped for its intended purpose and will include telephone with voice-mail, computer with e-mail and internet access, fax and copy machine to be utilized solely for labor management relations business related to the bargaining unit and Collective Bargaining Agreement. E-mail will not be utilized for mass mailing purposes (i.e., to all unit employees, or for internal union business, etc.). Consumable supplies (i.e. paper, toner, print cartridges, pens, etc) are the Union's responsibility.
- B. Access to the office by Area Stewards and unit employees is restricted to non-duty hours without authorization of their respective supervisor. The Union Chairman and Chief Stewards are responsible for enforcement of this provision.
- C. The Employer will notify the Union Chairman prior to relocating any of these offices. The Employer will negotiate over the impact and implementation of such move.

708. Union Visitors.

The Employer agrees to act upon written requests, including e-mails, from the Union for authorization for non-employee representatives of the Union to visit the installations for mutually agreeable purposes subject to security regulations.

709. Distribution of Agreement.

The Employer will publish the Collective Bargaining Agreement on the NAVFAC Northwest Portal. The Employer will provide 350 copies of the Collective Bargaining Agreement to the Chairman.

ARTICLE 8

Work Schedules

801. Workweek.

The administrative workweek is the calendar week 0000 hours on Sunday through 2400 hours on Saturday. The basic workweek (normally Monday through Friday) consists of two (2), three (3), four (4) or five (5) consecutive workdays on each of which the employee is scheduled to work eight (8), nine (9), ten (10), or twelve (12) hours. The Employer may remove an employee from an Alternate Work Schedule (AWS) when the Employer determines, as supported by evidence, it is necessary due to employee misconduct, employee performance, employee leave deficiencies or, for other reasons authorized by DOD, Navy or NAVFAC policy.

Note: The work week may also consist of part-time employees with varying schedules.

802. Workweek/Shift Changes.

The Employer may change work schedules without notice and bargaining when it determines it would be seriously handicapped in performing its mission or costs would be substantially increased. Changes in workweeks/shifts of five (5) working days or less do not require bargaining. Prior to changing the workweek or shift of employees to an already established workweek/shift, the Employer will inform affected employees and the Union of the change as soon as known and practical, generally at least 72 hours in advance. The Employer will consider requests from employees to effect temporary changes in the shift hours in unusual/emergency situations, taking into consideration workload requirements and other relevant factors. Shift changes made in order for employee(s) to attend training do not require bargaining.

803. Meal Breaks.

Meal breaks are unpaid and result in the extension of the workday. The normal meal break is either thirty (30) minutes, or forty- two (42) minutes in length and shall normally occur during the middle two hours of the employee's scheduled work-shift. Longer meal breaks, not to exceed sixty (60) minutes may be approved by the supervisor if it does not adversely affect organization efficiency and productivity. Employees required to work through their designated meal break may be allowed an alternate time during the same shift, released from duty early, or appropriately compensated for the additional time worked.

804. Work Breaks.

Occasional breaks during the workday are beneficial for employee productivity and morale. Work/rest breaks are paid and will not result in charge to leave or extension of the workday. Supervisors and employees shall act responsibly to assure the number and lengths of breaks are reasonable in view of the workload and other workplace considerations. Work breaks in working hours of more than (1) hour will not be scheduled in a basic workday.

805. Compensation.

Employees shall be compensated for work performed in accordance with the provisions in 5 CFR 550 and 5 CFR 551, as appropriate.

806. Cleanup Time.

A reasonable amount of time will be allowed prior to the end of each shift for protection of property and equipment and clean-up as follows:

- A. When an employee is in possession of delicate instruments, portable power tools and other government equipment or other tools that must be placed in safekeeping or returned at the end of each shift for checking or preventive maintenance.
- B. When an employee is in possession of classified plans that must be returned to classified storage.
- C. When an employee is using or is exposed to any hazardous industrial material (as defined by the Employer) that must be properly stored.
- D. When employees in a particular occupation require a special amount of time for clean-up purposes.

807. Flextime/AWS.

Recognizing that flextime and alternate work schedules(AWS) have the potential to improve organizational efficiency as well as the quality of life for employees, the Employer will make every reasonable effort to implement where practical and in accordance with NAVFAC and/or NAVFAC Northwest time and attendance policy.

808. Telework.

The Employer agrees to consider telework requests on a case-by-case basis consistent with the applicable NAVFAC and/or NAVFAC Northwest instruction.

ARTICLE 9

Overtime

901. Assignment.

Overtime assignments, whenever possible, will be distributed fairly among employees determined by the Employer to be qualified to perform the work in accordance with individual organizations' overtime policies in effect at the time this agreement was executed. The Employer recognizes its obligations to the Union when revising existing or establishing new overtime policies affecting bargaining unit employees.

902. Relief.

Upon request, an employee will be relieved from an overtime assignment provided another qualified employee acceptable to the Employer is available from the same work group and volunteers to perform the overtime work.

903. Notice.

Employees will be given as much notice as practicable under the circumstances and the Employer agrees to give due consideration to the employee's personal circumstances. The Employer will endeavor to provide at least 48 hours of advance notice, and confirmation of instructions to report for overtime not later than the start of the lunch period on the last scheduled shift before the overtime commences. However, employees are responsible for reporting for overtime work assigned regardless of the amount of notice provided in order to meet emergent or mission critical assignments.

904. Pay.

Employees shall be compensated for overtime work in accordance with applicable regulations including the "call back" provisions. The Employer recognizes the use of compensatory time in lieu of overtime payment for non-exempt employees is voluntary on the part of the employee.

Note: If "called back" for work, an employee will receive a minimum of two (2) hours pay.

905. Impact of Leave.

An employee's use of leave approved in advance (including court leave) during a workweek will not adversely affect an employee's consideration for overtime assignments assuming the employee is on duty at the time the overtime is solicited and assigned, or arranged in advance. Employees are responsible for notifying their supervisor of their availability for overtime work.

906. Standby Duty.

Employee's assigned to Standby Duty shall be compensated for such duty in accordance with applicable regulations. The requirement to carry a cell phone or other mobile

devices during non-duty hours does not in itself constitute Standby Duty, However, employees responding to calls will be paid for such work in accordance with applicable regulations.

907. Records.

The Employer agrees to allow inspection of existing overtime records to the extent necessary for determination of alleged inequities in overtime distribution. Such requests will be kept to a minimum and will be subject to the provisions of the Privacy Act.

908. Partial Shifts.

Upon request, when employees are assigned to work less than a full shift on an overtime day, the Employer will consider assigning additional work to provide a total full shift of overtime.

909. Compressed Workweeks.

When applicable and practicable, overtime assignments may be performed on the employee's regularly scheduled day off (RDO) during the normal workweek.

ARTICLE 10

Holiday Work

1001. Policy.

Insofar as possible and in keeping with the Employer's need for holiday work, assignment to holiday work shall be made following the procedures specified in this agreement.

1002. Holidays.

The following are legal public holidays and will be observed as prescribed by Federal law:

New Year's Day
Martin Luther King Junior's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

ARTICLE 11

Wage Surveys

1101. Union Requests.

The Employer will promptly forward to the proper authorities, properly documented requests for Wage Surveys submitted in writing by the Union. The Employer will notify the Union in writing as soon as possible as to the date such Wage Surveys will be conducted.

1102. Time Allowed.

The Union will provide a recommendation of an Employee for the Employer's consideration to participate in the wage survey. Time Allowed during working hours will be granted to not more than one employee for the purpose of appearing before the Wage Survey Committee to make a presentation concerning the Wage Survey coverage.

1103. Data Collectors.

Unit employees assigned as Wage Survey data collectors will be paid regular and overtime pay for all work officially authorized and approved performed by them in the course of their duties as data collectors. Other expenses will be paid in accordance with applicable regulations.

ARTICLE 12

Sick Leave

1201. Usage.

If an employee has accrued sick leave and provides documentation or verbal certification, as deemed acceptable by the Employer, his/her request for sick leave will be approved when incapacitated by illness, injury, or pregnancy. In any case, however, there is no requirement to approve a request for sick leave when the employee does not have sufficient accrued sick leave or abuse or fraud is reasonably suspected. Sick leave requests for non-emergency medical, dental, or optical examinations shall be submitted for approval at least two (2) workdays in advance and will include the location and time of the appointment.

1202. Notice of Absence.

Employees who are absent from work because of illness or injury shall call to report their absence to their first level supervisor or designee, prior to the start of their work shift on the first day of absence. Notice by employees shall consist of providing the nature of the illness/injury, the expected duration of the absence, and a telephone number where they may be contacted. If the employee does not return to work when anticipated during the initial report of absence, the Employee will call on the following day(s) to report his/her absence. Notice in itself does not signify approval of leave. If an employee is medically unable to give proper notification of absence, he/she shall cause notification by other appropriate means.

1203. Justification.

For absences exceeding three (3) consecutive workdays, or for a lesser period when management determines necessary, an employee shall submit appropriate written certification by a licensed health care provider. The Employer may consider other acceptable documentation or the employee's self-certification as to the reason for the absence as administratively acceptable evidence.

1204. Travel Time.

The amount of travel time allowed in connection with medical appointments shall be administratively determined by the immediate supervisor with due consideration being given to the travel time required. Travel time under this section will normally be limited to travel within the commuting area.

1205. Letter of Requirement.

If there is a demonstrated pattern of abuse or evidence to suspect an employee may be abusing sick leave, the employee may be advised in writing that any future request for sick leave must be supported by a medical certificate. The letter will, in part, advise the employee of the basis for suspecting abuse and the duration (not to exceed one (1) year) of the requirement for medical certification. The requirement may be reviewed in six (6) months if sick leave usage has significantly improved or may be extended if sick leave usage has not significantly improved.

1206. Advanced Sick Leave.

Requests for advanced sick leave may be approved when the following conditions are met:

- A. The maximum advance does not exceed 240 hours.
- B. The employee certifies that they are not considering separation by retirement or resignation.
- C. There is supporting evidence from a licensed health care provider that the employee will be able to return to duty.
- D. All available accrued sick leave and annual leave have been used. Approved advance sick leave will end if circumstances warrant termination.

1207. Alcohol/Drug Addiction Treatment.

As appropriate, sick leave requests may be approved for participation in treatment for alcohol and drug dependency. Employees are encouraged to utilize the services of the Civilian Employee Assistance Program.

1208. Occupational Illness and Injury.

Employees injured on the job will be advised by the Employer of their right to obtain medical treatment from a physician of their choice. The Employer will provide the appropriate paperwork to file claims with the Office of Workers' Compensation Program (OWCP). Continuation of Pay for employees injured on the job will be administered in accordance with applicable regulations. An employee, who has filed a claim with OWCP and is eligible, may elect continuation of pay or use sick and/or annual leave pending the decision by OWCP. Employees who elect to use sick or annual leave in lieu of compensation may request to buy back leave used for that purpose, after approved by OWCP.

ARTICLE 13

Annual Leave

1301. Vacations.

The Employer may grant employees at least one continuous leave period of no less than ten (10) working days for employees who earn one hundred four (104) hours of annual leave per year, and not less than fifteen (15) working days for employees who earn at least one hundred fifty six (156) hours of annual leave per year, providing leave is available. Request for such vacation leave will be made sufficiently in advance to provide the employee and the Employer opportunity for proper planning and scheduling. Vacation leave for periods in January through June shall be requested by 1 December of the previous year. Vacation leave for periods in July through December will be requested by 1 June. The Employer shall notify the employee of the disposition of the leave request within two weeks after the submission deadline to enable the employee to plan accordingly. Requests for annual leave will be adjudicated on a first-come first-served basis; however, previous leave participation will be taken into consideration (e.g. if an employee had Christmas off last year and a conflict in requests arises a different employee may be granted Christmas off this year).

1302. Emergency Leave.

Employees needing to use annual leave in the event of a bona fide emergency shall notify, or cause to be notified, their supervisor or other designated contact prior to the beginning of their assigned shift, if practical. Employees shall provide the expected duration of the absence. Notification does not constitute approval. Employees will be required to justify their absence upon return to work.

1303. Other Annual Leave.

Leave requests submitted after the submission deadlines will be scheduled on a first-come, first-served basis consistent with staffing requirements.

1304. Changes.

Once annual leave is approved, requests for changes may be disapproved if the change would conflict with annual leave of other employees. Employees will be permitted to take leave as scheduled except for unforeseen circumstances which may require a change in previously approved leave schedules. In the event that previously approved leave is subsequently disapproved, the supervisor will notify the employee in writing and make a reasonable effort to reschedule leave in accordance with the employee's desires. Employees may be called back from leave to meet mission requirements.

1305. Un-requested Leave.

The Employer reserves the right in accordance with applicable regulations, to place an employee on annual leave whenever it is deemed necessary to do so for administrative

reasons. Employees will be allowed to take leave without pay when sufficient annual leave has not been accrued. When necessary to require an employee to use annual leave, the Employer agrees to give the employee as much advance notice as possible and the reasons for the action in writing. In such situations, first consideration will be given to volunteers, consistent with the workload requirements.

1306. Use or Lose Leave.

The Employer agrees to consult with the employee as appropriate in scheduling "use or lose leave" to avoid forfeiture of such leave at the end of the leave year.

1307. Birthdays.

Workload permitting, employees will be allowed to use annual leave on their birthday. If workload doesn't permit employees to be off on their birthday another day will be scheduled.

1308. Advance Annual Leave.

Advance annual leave may be granted to unit employees in accordance with applicable regulations.

1309. Maintenance Shutdown.

In the event of an upcoming maintenance shutdown, the Employer will notify all affected employees as soon as practicable. Normally, the Employer will approve requests for annual leave or use of leave without pay during this period.

ARTICLE 14

Excused Absence

1401. Definition.

Excused absence is an authorized absence from duty without charge to accrued leave or loss of pay.

1402. Policy.

Employees may be granted excused absence in accordance with the Employer's policy. Situations in which excused absence may be granted, subject to the needs of the Employer include, for example:

- A. Navy sponsored blood drives.
- B. Activity closure during inclement weather or other emergencies.
- C. Emergency rescue and protective work.
- D. Occasional tardiness.
- E. Interviews for job opportunities at NAVFAC Northwest.
- F. Absences for relocation purposes.
- G. Mandatory Motorcycle Safety courses required by the Employer

ARTICLE 15

Leaves of Absence

1501. Union Meetings/ Absence.

Employees will be granted accrued annual leave or leave without pay to accept temporary positions with the Union or to attend conventions or meetings of the Union for a period of up to one year duration, provided the Employer has determined the employees services are not required during that period. Employees on such approved absences are subject to recall by the Employer if it determines the employee's services are required.

1502. Leave Without Pay.

Employees who are absent on approved leave without pay for periods of up to one year shall accrue all applicable rights and privileges in respect to coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs in accordance with applicable regulations. Employees may submit requests for leave without pay and if workload and mission are not adversely affected, at the Employer's discretion, it may be approved.

ARTICLE 16

Publicity

1601. Bulletin Boards.

The Employer will make bulletin board space available at prominent locations in buildings where bargaining unit employees are located, if practical. Additionally, electronic bulletin board space on the NAVFAC Northwest Portal will be provided for posting the following notices for the Union; notices of Union meetings, Union recreational or social affairs, Union election notices, and results of such elections. All Union material posted on the NAVFAC Northwest Portal will be posted by the NAVFAC Northwest Public Affairs Office. The Union will not be permitted access to the NAVFAC Northwest portal to post its own material. Any other materials proposed by the Union to be post on the NAVFAC Northwest Portal must be reviewed and approved by the NAVFAC Northwest Human Resources Office and Union Chairman prior submitting to the NAVFAC Northwest Public Affairs Office for posting. Denial of a posting by the NAVFAC Northwest Human Resources Office will specify the reason why. Approval or denial will normally be returned within three (3) working days.

1602. Employer Publications.

The Employer agrees to consider publishing articles submitted by the Union in Employer newsletters or similar publications on a “space available” basis. Such articles shall be submitted to the NAVFAC Northwest Human Resources Office in advance of the publishing date.

1603. Union Publications.

The Union shall have the right to distribute a Union news bulletin to unit employees during non-duty hours. Such distribution shall be conducted in a manner such that it will not interfere with work operations or traffic during peak traffic hours.

1604. Union/Employer Relationship.

The parties mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to good Union/Management relationships, and further agree they will not condone such activity through failure to take affirmative action to prevent or stop such behavior.

1605. Employee Surveys.

Employee surveys/polls relating to working conditions of unit employees conducted on official time shall be considered joint surveys and the results shared equally between the parties.

1606. Parking Changes.

After proper notification to the Union, the Employer shall inform unit employees as soon as practicable of any impending changes in parking.

ARTICLE 17

Merit Staffing

1701. Recruitment Sources.

Vacant positions may be filled under the Merit Staffing Program, or through other recruitment processes (i.e. transfer, reinstatement, management identification of candidates (MIC), non-competitive appointment, the Priority Placement Program, etc.).

1702. Area of Consideration.

When the Merit Staffing Program is utilized, applications will be accepted and considered from all eligible unit employees within the specified area of consideration. The area of consideration may be less than Employer-wide and may be extended at any time to obtain sufficient well-qualified candidates.

1703. Publicizing Vacancies.

If vacancies are advertised individually under the Merit Staffing Program, publication/marketing may be via an individual vacancy announcement or via vacancy listings posted on official bulletin boards and/or official web sites. Official vacancy announcements will list the qualification requirements, area of consideration, duties, evaluation methods to be used, and what applicants must do to apply.

1704. Evaluation of Applicants.

To be eligible, each candidate must meet the minimum qualification requirements prescribed by OPM, time-after competitive appointment requirements, and any appropriate selective factors established by the Employer as being essential for satisfactory job performance. Candidates will be evaluated against the knowledge, skills, and abilities determined to be important for the position. The use of written tests will be in compliance with applicable OPM and DOD directives. Due consideration will be given to awards, training, self-development and applicable outside activities when documented on the resume.

1705. Referral for Consideration.

Applicants will be listed in alphabetical order in groups of Best Qualified and/or Qualified for referral to the selecting official. A selecting official may select any candidate who is certified or non-select all candidates. Applicants eligible for noncompetitive selection may be referred at any time to the selecting official.

1706. Employee Notification.

When an employee's resume has been considered under a merit promotion vacancy announcement, notification may be posted to their account as provided under the automated staffing program. These notifications will tell the employee whether they were eligible, qualified and/or referred to the selecting official for specific vacancies. For delegated examining recruitments (open to all U.S. citizens), the HRSC will issue a notice of rating per OPM directive.

1707. Review of Ranking.

If applicants have questions about why they were not referred for a specific vacancy, they should contact USA Jobs Employee Info Center to obtain answers. In the event questions concerning the eligibility or non-referral of an applicant cannot be answered to the satisfaction of the applicant by the staff at USA Jobs, the applicant may request the staff at USA Jobs to contact HRSC to review the decision. Failure to be selected for promotion when proper promotion procedures were used (this includes non-selection from among a group of properly ranked and certified candidates) is not a basis for submitting a grievance.

1708. Delayed Application.

An employee on approved leave or official travel during the entire open period of an announcement may file a delayed application, including documentation showing the approved absence, within five calendar days after return, and if qualified, will be considered if the selection list has not yet been referred to the selecting official. Employees are strongly encouraged to maintain a current resume for all vacancy announcements related to their career goals, to ensure they receive proper consideration while absent from the work place.

1709. Temporary Promotion.

Unless there are compelling reasons for not doing so, (e.g., promotion freezes or the employee is not eligible for promotion) unit employees assigned to a higher-level classified position for two or more consecutive workweeks shall be temporarily promoted to the higher-level position commencing with the first day of the assignment.

1710. Details.

A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. Employees on detail are not officially reassigned but continue to occupy their position of record and maintain their same status and pay rate. Employees do not have to be qualified for the position to which detailed. The parties agree that:

- A. Details to higher level positions in excess of one hundred twenty (120) days shall be made competitively.
- B. Any detail in excess of thirty (30) days shall be officially recorded. Experience gained on detail will be given due consideration during evaluation for promotion if claimed on the employee's resume.
- C. The Employer will inform employees of the reason for, type of duties to be performed and expected duration of any detail.

1711. Temporary Duty Assignments.

It is the Employer's policy to assign employees to temporary duty assignments according to its analysis of the work requirements and the qualifications of all persons available.

When such assignments are required, consideration will be given to qualified volunteers.

ARTICLE 18

Reduction in Force

1801. Union Notification.

The Employer agrees to notify the Union of pending Reduction-In-Force (RIF) actions which will impact unit employees. The Union may make its views and recommendations known concerning the implementation of such RIF actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the RIF, i.e. use of Voluntary Separation Incentive Payments (VSIPs), utilization of existing vacancies, etc. The Employer will consider any recommendations from the Union concerning other possible actions.

1802. Compliance with Law.

All RIF actions will be carried out in strict compliance with applicable laws and regulations.

1803. Re-promotion Consideration.

Any employee demoted through RIF will be advised, in writing, of the employee's entitlement to special consideration for re-promotion. Although not guaranteed re-promotion, an employee entitled to special consideration for re-promotion must be considered when a vacancy occurs in a position at the former grade level (or any intervening grade level) for which the employee is qualified.

1804. Retention Registers.

The Union shall have the right to review retention registers and other pertinent papers relative to RIF actions affecting employees in the unit in accordance with the Privacy Act. Requests for such reviews by the Union will identify the employee(s) or areas of concern. Official Personnel Folders will not be reviewed by the Union unless written permission has been obtained from the employee(s).

1805. Outplacement Services.

The Employer agrees, upon request, to meet with the Union to collectively examine the availability of retraining programs and outplacement programs for employees separated by RIF.

ARTICLE 19

Disciplinary and Adverse Actions

1901. Disciplinary and Adverse Actions.

Disciplinary actions include letters of reprimand and suspensions of fourteen (14) calendar days or less. Adverse actions include suspensions more than fourteen (14) calendar days, grade or pay reduction, removals, and furloughs of thirty (30) calendar days or less. Furloughs in excess of thirty (30) calendar days are handled under (RIF) procedures. Actions taken under RIF procedures including furlough, separation, and demotion, are discussed in Article 18.

1902. Basis.

Disciplinary actions will only be taken for just cause. In cases of short term suspension or adverse action, the employee will be given advance written notice of the proposed action. In the case of an adverse action, the employee will be given at least thirty (30) calendar days advance notice of the proposed action. This advance notice period does not apply where the Employer has reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, or in cases of furlough due to unforeseen circumstances. The employee will be given a reasonable opportunity to reply to the charges orally and/or in writing before a final determination is made. The employee, if desired, may be assisted by a Union representative in presenting such a reply. The Employer agrees that disciplinary action should be effected in a timely manner.

1903. Investigations.

Prior to initiating a disciplinary or adverse action, the Employer will normally conduct a preliminary investigation into the matter. Such investigation may include a discussion with bargaining unit employees who are subjects of the investigation and other employees who may have witnessed the events. Bargaining unit employees are obligated to cooperate fully and honestly during the course of such investigations. The Union's right to be represented during such investigative discussions is described in Article 4 of this agreement. Both parties realize an investigation may take as little as one day or may be complex and take several months to complete. Normally, when a Bargaining Unit Employee has been advised that he/she is a potential subject of discipline or adverse action in accordance with this article, and, upon investigation, management has determined that no such action is warranted, management will advise the employee of that determination as soon as practicable. This, however, does not preclude management from taking appropriate action based on additional information. This provision shall be applied in a manner to preserve management's right to discipline employees in accordance with the 5 USC 7106(a)(2)(A).

1904. Union Notification.

In all cases of a written, formal disciplinary or adverse action taken by the Employer against any employee covered by this Agreement, the Union shall be notified of the

action taken by the Employer as soon as practical after the employee is notified unless the employee certifies in writing that the Union shall not be notified.

1905. Appeals.

An employee's opportunity to grieve or appeal disciplinary or adverse actions is discussed in Article 20 of this agreement.

1906. Alternative Discipline.

When determining disciplinary action the Employer may consider alternative methods of discipline.

ARTICLE 20

Grievance Procedure and Arbitration

2001. Definition.

Grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to his/her employment.
- B. By the Union concerning any matter relating to the employment of any bargaining unit employee.
- C. By any bargaining unit employee, the Union, or the Employer concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

2002. Who may grieve.

Any bargaining unit employee, group of bargaining unit employees, the Union, or the Employer may utilize the provisions under this Article.

2003. Coverage.

Grievances shall not be processed for the following:

- A. Retirement, life insurance, or health insurance.
- B. Any claimed violation of Public Law 95-454 relating to prohibited political activities.
- C. Suspension or removal under the National Security Act.
- D. Any examination, certification, or appointment.
- E. The classification of any position.
- F. Termination or separation of probationary or temporary employees.
- G. Saved pay for reclassification.
- H. Reduction In Force.
- I. Equal Employment Opportunity Complaints.
- J. Non-selection for promotion from a group of properly ranked and certified candidates.

K. Receipt of or failure to receive incentive awards.

L. Letters of Caution.

2004. Appeal Options.

Employees have the right to choose between this negotiated grievance procedure or a statutory procedure when appealing an adverse action under 5 CFR 752 or 5 CFR 432. An employee shall be deemed to have exercised their option at such time as the employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance per provisions of this Article, whichever comes first.

2005. Issues of Grievability.

In the event either party should declare a grievance non-grievable or non-arbitral, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred as a threshold issue in the related arbitration. The parties agree that every effort will be made to settle grievances at the lowest level possible, which begins normally with the first level supervisor.

2006. Negotiated Grievance Procedure.

Both parties encourage informal resolution of the grievance prior to entering into the formal grievance process. The grieving party has ten (10) working days from either the occurrence or the date that they first became aware of being aggrieved to utilize the formal grievance process. (Ignorance of the terms of this Agreement shall not, however, constitute a basis for extending the time limits.)

2007. Employee initiated grievances.

Grievances must be filed on NAVFAC Non-Professional Grievance Form signed by the grievant(s) and their representative (if any) and must include the following information:

- A. The aggrieved employee(s) name and supervisor
- B. Explanation of the specific nature of the grievance
- C. To the extent possible, identify the Article and Section of the Agreement or law rule or regulation alleged to be violated.
- D. The relief requested
- E. To the extent possible, identify issue(s) not resolved at the previous step
- F. Grievances will follow the process outlined below:
 - 1. **Step 1.** The grievance shall be hand delivered, faxed or e-mailed to the NAVFAC Northwest Human Resources Office. Within ten (10) working days of the receipt of the grievance, the grievant's first line supervisor (normally) or management's designee will schedule a meeting to hear the

issues. A written decision will be issued within ten (10) working days of the meeting. If the grievance is not resolved at this step, the grievance may be advanced to Step 2 within ten (10) working days of the Step 1 decision.

2. **Step 2.** If the grievance was not resolved at Step 1 it will be hand delivered, faxed or e-mailed to the NAVFAC NW Human Resource Office within ten (10) working days of receipt of the Step 1 decision. The division/department head or designee will schedule a meeting to occur within ten (10) working days of receipt of the Step 2 request to hear the grievant's issues. A written decision will be issued within ten (10) working days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 3 within ten (10) working days of receipt of the Step 2 decision.
3. **Step 3.** If the grievance was not resolved at Step 2 it will be hand delivered, faxed or e-mailed to the NAVFAC Northwest Human Resources Office within ten (10) working days of the Step 2 decision. The NAVFAC Northwest Human Resources Office will designate the Step 3 hearing official. The Step 3 hearing official will schedule a meeting to occur within ten (10) working days. A written decision will be issued to the grievant within ten (10) working days of the Step 3 meeting.
4. **Exceptions.**
 - a. Grievances arising from a disciplinary action will be designated directly to Step 3 of this procedure. The Step 3 hearing official will not be the official who made the decision on the disciplinary action.
 - b. The parties may mutually agree to advance grievances directly to any step in the grievance procedure when appropriate.
 - c. Grievances arising from action or decisions of the Human Resources Service Center shall be delivered to the NAVFAC Northwest Human Resources Office as the Step 3 hearing official.

2008. Stays of Suspensions.

The agency will ordinarily stay grieved disciplinary suspensions until the Step 3 decision has been issued.

2009. Union/Employer Grievances.

A Union grievance must concern a dispute between the Union and the Employer. An Employer grievance must concern a dispute between the Employer and the Union. Union grievances will not be used to circumvent the employee initiated grievance process. Non-employee grievances initiated by the Union or Employer will be submitted in writing as follows:

- A. **Union Grievances.** Union Grievances will be sent to the NAVFAC Northwest Human Resources Office within ten (10) working days of either the occurrence or the date the Union first became aware of being aggrieved. Both parties will schedule a meeting to occur within ten (10) working days of receipt to discuss and resolve the matter. If a resolution is not reached, a meeting with the Executive Officer will be scheduled. A written decision will be issued within ten (10) working days of the meeting by the Executive Officer.

- B. **Employer Grievances.** Employer Grievances will be sent to the Chairman, within ten (10) working days of either the occurrence or the date the Employer first became aware of being aggrieved. Both parties will schedule a meeting to occur within ten (10) working days of receipt to discuss and resolve the matter. If a resolution is not reached, a meeting with the IAM Business Representative will be scheduled. A written decision will be issued within ten (10) working days of the meeting by the IAM Business Representative.

2010. Combining Grievances.

Where several employees have submitted grievances with the same issue, the parties may, by mutual agreement, process one grievance under a lead grievant.

2011. Representation.

Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation by the Union, provided the Union will be given the opportunity to be present at all formal steps in the grievance process. Any such resolution however, may not be inconsistent with the terms of this Agreement.

2012. Timeliness.

- A. Time limits at any step of the procedure may be extended only by mutual agreement of the Employer and the Union.

- B. Grievances presented outside of the time limits mentioned in this article will not be considered at a later date unless the matter being grieved is recurring or where a written request for extension of time is made and then granted in writing.

- C. Should the Employer fail to meet the time limits specified, the Union may advance the grievance to the next step of the procedure.

- D. Should the Union or the employee fail to meet the time limits specified, the grievance will not be processed further.

2013. Arbitration.

In the event the Union and the Employer fail to settle any grievance arising under this Article, either party may, upon written notification to the other party, invoke binding arbitration. The written notification invoking arbitration must be served on the other party not

later than thirty (30) calendar days from the date of the written Step 3 decision; thirty (30) calendar days from the date of the written decision by the Executive Officer in the case of a Union Grievance; or (30) calendar days from the date of the written decision by the IAM Business Representative in the case of a Employer Grievance. Arbitration may be invoked only by the Union or the Employer.

2014. Arbitrator Selection.

Within fifteen (15) working days of invoking arbitration, the moving party shall schedule a meeting of the parties to attempt to reach agreement on an arbitrator to decide the matter. If the parties are unable to agree upon an arbitrator, the moving party shall, within five (5) working days of the meeting, request a panel of seven local (WA., OR., or ID.) arbitrators with federal sector experience from the Federal Mediation and Conciliation Service. The parties will meet within ten (10) working days after receiving the list of arbitrators to select the arbitrator. If the parties are unable to agree to an arbitrator on the list, the parties will alternate striking a name from the list until there is only one remaining name. The party to strike first shall be determined by a coin flip. At this meeting the parties shall attempt to frame the issue. Any disagreement over whether a grievance is subject to arbitration shall be referred to the selected arbitrator to decide on the threshold issue.

2015. Arbitration Scheduling.

The party requesting arbitration is responsible for contacting the selected arbitrator to determine availability and scheduling hearing dates acceptable to both parties. The party requesting arbitration must make a reasonable effort to establish an arbitration hearing date suitable to the assigned arbitrator and the designated hearing representative of the opposing party.

2016. Expenses.

The fees and expenses of the arbitrator, and all other costs of arbitration, shall be borne equally by the Union and the Employer and shall not exceed that authorized by appropriate law or regulation.

2017. Pre-arbitration Conference.

The parties shall hold a pre-arbitration conference at least two weeks prior to the scheduled arbitration hearing date. Each party will outline its case to the other party. Matters that may be discussed include witnesses, exhibits, stipulations, and affidavits or depositions which either party intends to introduce. The purpose of the meeting is two-fold:

- A. To make a good faith effort to arrive at a mutual settlement of the issue in order to avoid the cost of arbitration.
- B. To insure that participants will be kept to a minimum and the hearing is as brief as possible.

2018. Issues to be Arbitrated.

If the issues or issues to be arbitrated have been mutually agreed upon prior to the pre-arbitration or during the pre-arbitration conference, the issue or issues shall be framed, agreed to in writing by both parties, and submitted to the selected arbitrator at least five

days prior to the scheduled arbitration. Absent mutual agreement on the issue, after the pre-arbitration conference, each party shall frame their own issue in writing and submit those issues to the arbitrator, with a courtesy copy to the other party, at least five days prior to the scheduled arbitration.

2019. Hearing.

A reasonable number of relevant witnesses may be called to the arbitration hearing by either party. Unit employees who are appellants, witnesses or representatives shall suffer no loss of pay while participating in the arbitration hearing. The arbitration hearing will be held on the Employer's premises during the regular day shift work hours of the workweek.

2020. Arbitration Decision.

It is agreed that the decision of the arbitrator is binding unless overturned by higher authority as a result of either party filing an exception to the award per applicable laws, rules, or regulations.

2021. Alternative Dispute Resolution.

The parties are committed to resolving differences in a spirit of cooperation with open communication and dialogue, and to resolving differences at the lowest possible level. The parties also understand that traditional dispute resolution methods such as grievance and arbitration proceedings are confrontational and expensive, and too often produce results not satisfactory to any of the parties involved. The parties agree to establish a joint committee to examine alternative methods of dispute resolution such as mediation to supplement, improve, or replace the procedures defined in this Article. When the parties reach agreement on such procedures, this Article may be reopened by mutual agreement to incorporate the procedures.

ARTICLE 21

Unfair Labor Practice Charges

2101. Resolution Period.

The Employer and the Union agree to attempt to informally resolve disputes arising under 5 U.S.C. 7116, Unfair Labor Practices (ULP), prior to filing a ULP with the Federal Labor Relations Authority (FLRA). Accordingly, written notification of an intent to file a ULP and supporting documentation will be given to the NAVFAC Northwest Human Resources Office or designee for the Employer, and to the Steward for the applicable bargaining unit, at least fifteen (15) workdays prior to filing with the FLRA. FLRA time limits, as prescribed in their regulations, shall apply and cannot be amended or waived.

ARTICLE 22

Position/Job Descriptions

2201. Appeals.

When an employee alleges inequities in their position/job descriptions, they shall be furnished upon request information on appeal rights and procedures. They may elect to be represented or assisted by a Union representative in processing their appeal.

2202. Union Presentations.

The Union may make presentations and present supporting evidence to the Employer regarding the accuracy of position/job descriptions of unit employees.

2203. Content.

The position/job description of record shall reflect the major duties and responsibilities assigned to employees. Employees shall be notified of changes to major duties or responsibilities.

2204. Annual Review.

During the annual performance rating discussion, the supervisor will make available a copy of the position description. The employee will be notified of the right to review and to discuss the position description with the supervisor.

2205. Position/Job Description Requests.

Employees will be provided a copy of their position/job description, upon request.

ARTICLE 23

Training

2301. Objective.

It is mutually agreed that training programs are of vital interest to the Employer and the Union. The objective is to develop skilled employees and potential leaders through the Command Training Program in the occupational/technical areas necessary to the mission of NAVFAC Northwest.

2302. Considerations.

In recognition of the mutual advantages to the Employer, the Union representatives and employees, the Employer agrees to consider existing Union representatives/employees for training it has determined necessary to up-date or provide new skills necessary to accomplish its mission. The Employer agrees to consider training recommendations and concerns submitted by the Union.

ARTICLE 24

Safety and Health

2401. Commitment and Responsibilities.

The Union and Employer recognize the value of working together to maintain high standards of occupational health and safety throughout the organization. Both parties commit to working together to create an environment which promotes a positive approach to achieving a workplace free of incidents, accidents, and injuries. The right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm must be coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures as defined in 29 CFR § 1960.46(a) and NAVFAC policy.

A. The **Employer** is committed to and responsible for providing a safe working environment and industrial health protection for all employees and will comply with all applicable Federal laws and regulations and Navy regulations. The Employer is also responsible for ensuring appropriate safety training is provided to all employees in accordance with applicable regulations. This includes training designed to enable individual employees to perform their duties in a safe and healthful manner. Subject to mission needs and requirements, as determined by the Employer the Employer will conduct a minimum of one safety meeting per month with all employees.

B. The **Union** is committed to ensuring the maintenance of safe working conditions and industrial health protection. Union representatives are responsible for reporting any observed unsafe practices and conditions, as well as environmental concerns to the appropriate representatives of the Employer. Furthermore, the Union agrees to encourage all unit employees to work in a safe manner and utilize protective clothing and equipment appropriate for their assigned duties.

C. **Employees** have a primary responsibility for their own safety and an obligation to know and observe safety rules and practices applicable to their assigned duties. Employees are also responsible for the security of and proper utilization of protective clothing and equipment provided by the Employer in accomplishing their work. Furthermore, employees are responsible for bringing to the attention of their immediate supervisor any working conditions or situations they believe constitute a hazard to themselves or others.

2402. Accident Prevention.

Prevention of workplace accidents is of paramount concern to both the Employer and the Union. Should a disabling work injury occur to a unit employee:

A. Prompt ambulance service and first aid will be provided on all shifts.

B. The Union will be notified as soon as practical.

- C. Upon request of the Chairman, a copy of the accident report will be provided to the Union in accordance with Privacy Act rules and regulations.
- D. Employees injured on the job will be advised by the Employer of their right to obtain medical treatment from a physician of their choice. The Employer will provide the appropriate resources to file claims with the Office of Workman's Compensation Program (OWCP) using the Electronic Data Interface (EDI). Injured employees will be informed of their rights under the Federal Employees Compensation Act. Continuation of Pay (COP) for employees injured on the job will be administered in accordance with applicable regulations. An employee who has filed a claim with OWCP may elect to receive COP or use sick and annual leave pending the decision by OWCP. Employees who elect to use sick or annual leave in lieu of COP may request to buy back leave used for that purpose, after approval by OWCP.

2403. Protective Clothing and Safety Equipment.

The Employer will provide appropriate protective clothing and safety equipment to unit employees, including employees with special needs, at no cost when the Employer determines such is required for safety, technical or industrial health reasons.

2404. Medical Surveillance Programs.

As determined necessary by the Employer, unit employees will be required to participate in medical surveillance programs appropriate for their occupations and working environment. Where required, the employee shall remain in the medical surveillance program.

2405. Hazardous Work.

The Employer, when assigning employees to hazardous work, will assign two employees when deemed appropriate by the Employer.

2406. Safety Committees.

Safety committees are employee-driven, comprised largely of bargaining unit members, as well as Union, supervisors, executive (non-voting) and Safety Managers (non-voting). No Committee member shall suffer any loss of employee rights or benefits, including opportunities for promotion, as a result of serving on the Committee.

2407. Web-Based Training.

All Unit employees shall have access to a workstation and provided time to complete the Navy's on-line web-based Safety training.

2408. Smoking Policy.

Employees shall use tobacco products as defined by base policy. The Employer shall provide a sheltered outdoor area in which to use tobacco products during break periods. All tobacco products will be disposed of in a proper receptacle.

ARTICLE 25

Environmental/Hazard Differential

2501. Policy.

It is the Employer's policy to eliminate or minimize hazards and working conditions of an unusually severe nature. When such situations cannot be overcome or practically eliminated, appropriate environmental differential pay (EDP) for Federal Wage Schedule (FWS) or hazardous duty pay (HDP) for General Schedule (GS) will be paid to employees exposed to such situations in accordance with applicable laws, rules, regulations, policies and procedures.

2502. Process Review.

The Employer has an on-going responsibility to monitor work processes of all employees with an aim toward eliminating or minimizing hazards. Concerns in this area brought to the attention of the Employer by the Union or any employee will be addressed promptly.

2503. Notification.

Supervisors should notify employees promptly when environmental or hazard pay is warranted.

2504. Restrictions.

Environmental differential or hazard pay will not be paid to any employee:

- A. For work not officially assigned to the employee. An employee may not voluntarily undertake work for which a differential is payable without proper authorization either expressed or implied; or
- B. For any day on which an employee was not actually exposed to a work situation for which the differential is payable, e.g. during days of leave with pay, holidays not worked, etc.

ARTICLE 26

Civic Responsibilities

2601. Court Leave.

In the event an employee serves on jury duty, the employee will be paid per applicable regulations. If an employee is called for jury service, he/she shall promptly notify the Employer in order to arrange his/her absence from the workplace. The employee will present the Employer with a signed jury timecard or other satisfactory evidence of the time served on jury duty.

2602. Voting.

Employees who would not otherwise be able to vote in Federal, state, or local elections or referenda will be excused from work for this purpose per applicable regulations and/or instructions.

2603. Charity Drives.

The Union and Employer encourage employees to participate in the annual Combined Federal Campaign (CFC). The parties recognize that such participation is entirely voluntary and will neither exert undue pressure nor take reprisal on employees during or after the campaign.

2604. Community Service.

The Employer agrees to consider schedule changes and annual leave requests (including leave without pay) to accommodate requests for participating in volunteering their time.

2605. Commuting Options.

To minimize traffic congestion in the local communities and on base; to reduce parking requirements; and to improve air quality through reduced exhaust emissions; the parties encourage employees to utilize mass transit systems, car/van pools, and AWS where practical, when commuting to and from work.

2606. Political Activities.

With regard to political activities, the Employer and employees will comply fully with the Hatch Act Reform Amendments.

ARTICLE 27

Committee Assignments

2701. Appointments.

The Employer agrees to consider nominees submitted by the Union for appointment to any current board or committee not covered in this agreement, if its function directly affects the working conditions of unit employees, or to any such board/committees established in the future. This section is not intended to involve the Union in the conduct of internal management deliberations.

ARTICLE 28

Performance and Productivity

2801. Performance Appraisals.

Performance appraisals will be conducted in accordance with NAVFAC instructions, which mandate a two level summary rating program consisting of three critical elements and a position description review. Management and employees recognize that management has the right to change the performance rating program and the levels and elements are mentioned only as a matter of information.

2802. Employee Signatures.

A unit employee's signature on the Annual Performance Appraisal signifies only that a discussion of the appraisal has taken place and does not constitute an employee's agreement with either the critical elements established or the rating received.

2803. Copies.

A copy of the Annual Performance Appraisal will be provided to the employee at the end of the appraisal period and at the midterm if requested.

2804. Performance Improvement Plan.

Before a unit employee's Performance Appraisal is rated unacceptable the employee will be provided a formal Performance Improvement Plan and a reasonable amount of time and resources to demonstrate acceptable performance.

2805. Performance/Productivity Improvement.

The Employer and Union are committed to continuous performance and productivity enhancement initiatives (e.g., Beneficial Suggestion Program, Process Improvement Teams, etc.) designed to improve NAVFAC Northwest's competitive position and service to its customers. The Union may be invited to participate with the Employer in the development of NAVFAC Northwest-wide programs aimed at improving productivity. Union officials will encourage employees of the unit to participate in NAVFAC Northwest-wide programs aimed at reducing costs and increasing productivity. Emphasis should be placed on specific programs that provide rewards for significant achievements through the Incentive Awards Program. The Employer will meet its obligations to the Union before implementing any such initiatives impacting the working conditions of unit employees.

ARTICLE 29

Travel

2901. Travel.

Employees may be required and are expected to perform Temporary Additional Duty (TAD)/Temporary Duty (TDY) travel. Such travel shall be conducted in accordance with applicable DOD and DON regulations and NAVFAC policies.

2902. Travel Expenses.

Employees will be reimbursed for expenses incurred while traveling in accordance with applicable regulations, subject to the following:

- A. Employees on official travel shall exercise the same care in incurring expenses that a prudent person would exercise while traveling at his/her own expense.
- B. Reimbursement for use of an employee's Privately Owned Vehicle (POV) on travel, when authorized by the Employer, will be made in accordance with applicable regulations.
- C. Employees shall receive the maximum authorized per diem and travel allowances as provided by applicable laws and regulations.

2903. Government Travel Charge Card (GTCC).

NAVFAC Northwest policy requires all travelers, or anyone with the potential to travel to have a GTCC. Employees are required to utilize their GTCC to pay for major travel expenses (i.e. airfare, rental cars, lodging) arising from official travel in accordance with applicable laws, regulations and instructions. When an employee is not in a travel status, the GTCC will be deactivated.

Note: The Employer has no control over Employee credit scores or standing with credit bureaus. Under current practice the GTCC will not normally affect an employee's credit rating unless the employee fails to pay their GTCC bill. GTCC issuers generally do not report travel card activity to the credit bureaus unless the account charges off (i.e. delinquent amount over one hundred twenty (120) days not recoverable). Also, a salary offset procedure will likely be utilized before charging off any account. Credit bureaus may take into account the typical GTCC five thousand (\$5000.00) of available credit when assessing a credit score.

ARTICLE 30

Equal Employment Opportunity

3001. Policy.

It is the policy of the Employer to afford Equal Employment Opportunities to all unit employees. Discrimination against any Unit employee because of race color, religion, sex, national origin or age is prohibited. The Employer and Union will work together to achieve a hostile free work environment.

3002. Reprisal.

The parties agree that neither Employer nor Union officials shall interfere with, restrain, coerce, intimidate, or take reprisal against any unit employee for appearing, testifying, or furnishing evidence in connection with an Equal Employment Opportunity complaint.

ARTICLE 31

Voluntary Allotment of Union Dues

3101. Policy.

The Employer will process a payroll allotment for Union dues withholding for any Unit employee who authorizes such withholding in accordance with the provisions set forth herein.

3102. Conditions.

Union dues shall be withheld each pay period for Unit employees when the following conditions have been met:

- A. The employee is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of the first month's dues through payroll allotment as provided herein.
- B. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- C. The employee has voluntarily authorized such a deduction on Standard Form 1187.
- D. The Union through its authorized official, has completed and signed Section A of such form on behalf of the Union.
- E. Such completed form has been turned over to the Employer by the Union.

3103. Union Responsibilities.

The Union is responsible for providing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of the dues; delivering completed forms to the Employer; educating its members on the programs for allotments for payment of dues; its voluntary nature; the uses and availability of the required form; and the procedure to be followed by an employee who desires to terminate the allotment.

3104. Effective Date.

Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, provided it is received no later than Monday preceding the beginning of the biweekly pay period to which the allotment deduction is to be applied.

3105. Amount.

The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Employer unless a later date is specified by the Union,

provided that the notification timing of Section 3104 above has been met. Such changes shall not be made more frequently than once each twelve (12) months.

3106. Termination.

An employee's voluntary allotment for payment for Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- A. Loss of exclusive recognition by the Union.
- B. Separation of the employee from the bargaining unit.
- C. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing. Such notice shall be promptly forwarded by the Union to the Employer and must be received within the time frame established in Section 3104 above.

3107. Termination by the Employee.

An allotment for the deduction of employee's Union dues may also be terminated by the employee through submission to the Employer of a Standard Form 1188. A copy of the SF 1188 will be promptly forwarded by the Employer to the Union. A termination of allotment under this Section shall be effective with the first full anniversary of the effective date when the employee's last dues deduction allotment began, provided the revocation is received by the Employer within the time frame established in Section 3104 above. Employees may obtain a Standard Form 1188 from their NAVFAC Northwest Payroll Office.

3108. Reports.

The Employer shall transmit to the Union Secretary-Treasurer promptly, after each regularly scheduled payday, all of the following:

- A. Lists of employees on voluntary dues allotments, the amount of the withholding for each employee, as well as the total number of allotment deductions and the total monetary amount withheld.
- B. An Electronic Fund Transfer to the Union for the total amount withheld.

ARTICLE 32

Duration and Changes

3201. Duration.

This agreement shall remain in full force and effect for three (3) years from the date of its approval by the Department of Defense. It shall terminate; however, at any time it is determined that the Union is no longer entitled to exclusive recognition under the statute. At the request of either party, the parties shall meet to commence negotiations on a new agreement no more than sixty (60) days, nor less than thirty (30) days prior to the expiration of this agreement. If contract negotiations have not commenced or concluded, the parties agree that the contract will be automatically extended for one (1) year after contract expiration.

3202. Agreements under this Article.

Any agreement reached under the provisions of this Article shall be deemed to be supplemental to this agreement and subject to approval by the Agency.

3203. Changes.

This agreement, except for the duration period specified in Section 3201, is subject to opening only as follows:

- A. It shall be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendments by either party must be written and include a summary of the amendment(s) proposed. The parties shall meet within ten (10) working days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on such matters, they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed in writing by the parties.
- B. If a future statute, Executive Order, government-wide regulation, or judicial decision requires the parties to change the agreement, it may be opened for amendment upon written request of either party made within thirty (30) calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or Department of Navy, which if implemented, would alter one or more provisions of this agreement. Requests for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment requested is based. The parties shall meet within ten (10) working days after receipt of such request to open negotiations on such matters. No changes will be considered except those bearing directly on and falling within the scope of the order, regulation or instruction. Such amendments will be duly executed in writing by the parties.

3204. Amendments.

Amendments to this agreement may only be made by the written mutual agreement of the parties. The non-enforcement of any provision of this agreement by either party shall not constitute precedent in the future enforcement of all the terms and conditions herein.

The Commanding Officer, Naval Facilities Engineering Command Northwest (the Employer) and the International Association of Machinists and Aerospace Workers, Local 282 (the Union) have executed this agreement on 19 February 2013, as attested by the signatures below:

For the Union:

For the Employer: