

AGREEMENT BETWEEN
COMMANDER, NAVY REGION HAWAII
HOUSING DEPARTMENT

AND

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS
LOCAL 121



EFFECTIVE ON 21 NOVEMBER 2001

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PREAMBLE

This Agreement is made between the Commander, Navy Region Hawaii (CNR) hereinafter “the Employer,” and the International Federation of Professional and Technical Engineers, Local 121, hereinafter “the Union.” Wherever the masculine terms “he,” “his,” or “him” are used, they are meant to include both genders.

WITNESSETH

WHEREAS, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS, 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, this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

NOW THEREFORE, the parties hereto agree within the meaning of the Civil Service Reform Act of 1978, hereinafter referred to as the “Act,” as follows:

ARTICLE I

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer recognizes the Union as the exclusive representative of all employees covered by this Agreement with respect to grievances, personnel policies and practices or other matters affecting general working conditions.

Section 2. The provisions of this Agreement shall apply to those activities of the Employer affecting members of the bargaining unit, which is defined as:

Included: All general schedule professional employees and all general schedule and wage grade non-professional employees of the Housing Department of the Commander, Navy Region Hawaii.

Excluded: All management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

ARTICLE II

DUTY TO BARGAIN AND SCOPE

Section 1. The parties to this Agreement have a duty to bargain collectively on the conditions of employment affecting employees in the bargaining unit. This mutual obligation to meet at reasonable times to consult and bargain in good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of a position, or to the extent such matters are specifically provided for by Federal statute.

Section 2. The duty to bargain is as set forth in 7117(a) of the Act.

Section 3. In the administration of all matters covered by this Agreement, the parties are governed by the following: existing and future laws; Government-wide rule and regulations in effect upon the effective date of this Agreement; and Government-wide rules and regulations issue after the effective date of this Agreement that do not conflict with this Agreement.

Section 4. It is agreed that proposed changes in conditions of employment affecting employees in the bargaining unit and for which there is an obligation to bargain shall be accomplished by presenting a draft of the proposed change to the Union and permitting a sufficient time (not more than ten (1) calendar days from receipt) for study and submission of proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Employer may then proceed to implement the proposal without the obligation to negotiate. If the Union submits proposals, negotiations will commence within ten (1) calendar days from receipt of the Union's proposals, unless the parties agree to a later date. Should negotiations take place, normal conduct of negotiations govern, including third party proceedings. The foregoing does not preclude the Employer from implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by 7101(b) of the Act. In such event, the parties will continue negotiations even after the change has been implemented. The time limits set forth in this paragraph may be extended by mutual agreement of the parties.

Section 5. Normally, the Union point of contact for the purpose of negotiating on any issue regarding the administration or application of this Agreement shall be the duly elected President or his designated representative. If neither of these officials is available, the Union will insure that duly authorized representative will be available and have full authority to perform such functions. The point of contact for the Employer will be the CNR labor advisor.

ARTICLE III

RIGHTS OF THE EMPLOYER

Section 1. It is recognized that the customary and usual rights, powers, functions and authority of management officials are vested in management officials of the Employer. In accordance with the Civil Service Reform Act of 1978, these include the rights:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- b. 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;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
- d. To make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source;
- e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Agreement shall preclude the parties from negotiating:

- a. At the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods and means of performing work;
- b. Procedures which management officials will observe in exercising any authority under Section 7106 of the Act;
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106 of the Act by such management officials.

Section 3. The Employer retains all other rights in accordance with applicable laws and regulations, except for those specific modifications contained in this Agreement.

ARTICLE IV

RIGHTS OF EMPLOYEES

Section 1. The Employer and the Union agree that employees shall have and shall be protected in the exercise of their rights freely and without fear of penalty or reprisal to form, join and assist any labor organization or to refrain from any such activity. The right to assist such an organization shall extend to participation in the management thereof and acting as a representative of the organization, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

Section 2. It is further agreed that the rights described in Section 1, preceding, do not extend to participating in the management of any labor organization or acting as a representative of any such organization where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of any employee.

Section 3. The Union and Employer agree that resolution of matters arising between employees and the Employer be accomplished as informally as possible between the individual employee and at the lowest level of supervision practicable. The Employer agrees that employees of the bargaining unit shall have the right to communicate with their steward during working hours at the employee's work site as authorized in Section 4, Article VI.

Section 4. A reasonable amount of official time will be granted to an employee, in accordance with this Agreement, to present his grievance to the Employer and/or to prepare and present an appeal of an adverse action (as defined in Article XX, Adverse Actions) in accordance with applicable regulations.

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

Section 6. The Employer agrees that all provisions of this Agreement shall be applied fairly and equitably to all employees in the bargaining unit.

Section 7. Relationships between employees and their managers should be mutually conducted in a businesslike, courteous and tactful manner. In dealing with the employees and the Union, the Employer will respect their dignity. The employees and the Union will do the same with respect to the Employer.

Section 8. Nothing in this Agreement shall prohibit an employee from being represented by a Union steward at any stage of the EEO complaint process including the counseling stage.

ARTICLE V

RIGHTS OF THE UNION

Section 1. It is agreed that the parties shall bargain or consult, as appropriate, on matters involving personnel policies and practices and matters affecting working conditions that fall within the scope of the Employer's authority. 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 limit the responsibility of either party to bargain or consult as appropriate with the other.

Section 2. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

b. Any examination of an employee in the bargaining 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.

Section 3. Reasonable notice to the Union of a formal meeting will be sufficient if provided to either the steward or the Union President.

Section 4. During the COMNAVREG Housing Department New Employee Orientation, the Employer will provide the new bargaining unit employees with a copy of the collective bargaining agreement and introduce the employees to the union steward.

ARTICLE VI

UNION REPRESENTATION

Section 1. The Union will supply the Employer, as changes occur, a complete list of all Union officials/representatives and bargaining unit stewards.

Section 2. The Employer agrees to recognize those stewards duly designated by the Union. The number of stewards shall not exceed two (2) and alternate stewards one (1). The Employer and the Union recognize that the need for a change in the number of stewards may develop and agree to consider proposals for such changes together with the reasons supporting the proposals.

Section 3. Stewards and other employees shall first obtain permission from the appropriate supervisor when necessary to leave their jobs for the purpose of participating in any meeting or discussion connected with labor-management relations, and shall report back to their supervisor at the time they return to the job. If the employee's supervisor is not available, he shall request permission from his next higher echelon supervisor to leave the job. It is understood that in responding to the steward's request, the supervisor has the right to be informed where the steward wants to go, the general nature of the cause for the request, the expected duration of the absence, and other related matters. A steward desiring to discuss a work related matter with an employee shall also obtain permission from the employee's supervisor before contacting the employee. The supervisor's permission will normally be granted in the foregoing instances. Contacts between employees and stewards will normally take place in the immediate vicinity of their assigned work areas.

Section 4. Reasonable official time during work hours will be authorized without loss of pay or benefits to permit stewards to carry out their representational functions to the employees in the bargaining unit. Reasonable official time will be granted for the following:

- a. To consult and/or meet and confer with supervisors or other management officials.
- b. To be the representative of employees in presentation of grievances. Stewards will assiduously guard against the excessive use of time off the job for these activities. Time off from work granted to stewards shall not be used for: discussion of any matters connected with the internal management of operations of the Union or any other labor organization; the collections of dues, assessments, or other funds; the solicitation of memberships; campaigning for elective office in the Union or other labor organization; the distribution of literature or authorization cards; or the solicitation of grievances or complaints.
- c. To perform other representational functions, as appropriate.

Section 5. Stewards will not be discriminated or retaliated against or transferred from one work shift to another due solely to legitimate labor organization activities permitted under the provisions of applicable regulations or this Agreement. The Employer will give stewards as much advance notice as practicable when changing their work shift, workweek or work location.

Section 6. Stewards will normally handle matters within their cognizance up to and including the Department Head level.

ARTICLE VII

HOURS OF WORK

Section 1. Changes in the regularly scheduled administrative workweek are considered changes in conditions of employment. The basic forty (40) hour workweek will consist of five (5) consecutive eight (8) hour workdays, normally Monday through Friday, between the hours of 0630 to 1630.

Section 2. In effecting any changes in the days and/or shift hours of an employee's basic workweek, the Employer shall give the affected employee notice prior to the start of the administrative workweek in which the changes will take effect, except for special circumstances which may be allowed by regulation. The days and/or shift hours of an employee's basic workweek shall not be changed for any period of less than one full week, except as allowed by regulation. When days and/or shift hours are changed, the employee shall be given as much advance notice as practicable. The Employer has the right to establish or change work schedules as required to maintain or improve the efficiency of operations. However, the Employer shall meet and confer or consult, as appropriate, with the Union with regard to minimizing the impact of such change on employees.

Section 3. Employees desiring to change their tour of duty will make the request to their immediate supervisor. Disapproval shall be dependent solely upon the needs of the Employer for efficient work operations, regulations, and reduction of costs which will take precedence over other factors in considering such requests. Special tour of duty requests shall include the hours or work, period of accommodation, reason, and pertinent supporting documentation (e.g. school policy, medical report, etc.).

Section 4. Where two or more employees request a change in tour of duty and not all of the employees can be accommodated, the Employer will consider the employee's organizational assignment, position, qualification, dependability, knowledge of the work involved, and if applicable, medical condition. The Employer will also consider any compelling need presented by the employee. Where the above factors are roughly equal, the Employer will select the employee with greater seniority. Seniority will be determined by the employees' service computation dates (SCD)(leave), as shown on the employee's SF-50.

Section 5. The following compelling needs are examples of family friendly situations that should normally be approved, unless disapproval is necessary as described in Section 3 and 4 above.

- a. Family Care.
 - 1) Pick up and/or drop off of a minor child at school or child care facility.
 - 2) Employee is the only driver in the family and must drop off spouse and children.

3) Care for a family member (spouse, child, parent or in-law, or household member) with a medical condition who is incapable of caring for themselves.

b. Medical Condition. Example: Employee should not be driving in peak traffic hours due to a medical condition.

Section 6. It is understood that, in the situation described in Section 4 above, where a competing employee has a compelling need but less seniority than another competing employee, the compelling need will outweigh the seniority. Where two competing employees have compelling needs, all other factor are equal, and only one may be chosen, the Employer will select based on greater seniority, rather than on the basis of the more compelling need.

Section 7. Normally, during each eight-hour tour of duty employees are allowed a specific period of time off to eat lunch. A lunch period is non-work time for which neither basic nor overtime compensation is payable.

Section 8. The Employer agrees to consider an employee's request for a rescheduling of the employee's workweek to allow the employee to take courses in an educational institution. In order for the request to be approved, it must not interfere with the accomplishment of the employee's work. The employee will still be required to work a 40-hour workweek and no premium pay will be paid solely because of the rescheduling. The course taken should equip the employee for more effective work in the agency.

ARTICLE VIII

OVERTIME

Section 1. Overtime work shall be compensated at the appropriate overtime rates in accordance with law and regulation.

Section 2. Wage Grade (WG) employees and General Schedule (GS) employees whose basic pay does not exceed the minimum rate for GS-10 may request compensatory time in lieu of overtime pay for irregular or occasional overtime worked. GS employees whose basic rate of pay is above the maximum rate of GS-10 may receive compensatory time or overtime pay as determined by the Employer.

Section 3. Employees assigned to overtime work will be given as much advance notice as practicable and will respond in a responsible manner. Employees must recognize and accept their special obligation for responsiveness to call back overtime when urgent/emergent conditions necessitate the use of call back.

Section 4. In assigning overtime work, the supervisor shall not assign overtime work as a reward or penalty.

a. When it becomes necessary to continue work on a particular job on an overtime basis (unscheduled) the employee(s) who are currently working on that job normally will be assigned the overtime.

b. When the need for overtime work is known in advance, the Employer will assign the overtime work as fairly as practicable.

c. Full consideration must be given to such factors as the relative skill and ability of available employees, the organizational assignment of employees, specialized training, dependability of the employee, knowledge of the particular type of work involved and employee medical and physical condition.

d. The expressed desire of employees to receive overtime assignments, or not to receive such assignments, will also be considered; however, the aforementioned factors will take precedence.

Section 5. Employees called back to work shall receive at least two (2) hours "call back" pay at the applicable overtime rate, although they may work less than two (2) hours, in accordance with applicable regulations.

Section 6. Subject to the Employer's right to assign work, employees will be given the opportunity for an unpaid meal period, if the employees are scheduled to work more than two (2) hours of overtime following their shift.

ARTICLE IX

HOLIDAYS

Section 1. Holidays will be observed as nonworkdays to the extent practicable consistent with work load and manpower requirements as determined by the Employer.

Section 2. Any employee having annual leave to his credit may apply for annual leave for any workday which occurs on the employee's birthday or a religious holiday associated with the religious faith of the employee. Such leave will ordinarily be approved when requested at least five days in advance unless the granting of such leave would adversely affect the operation of the Employer.

Section 3. Assignment of holiday work shall be made in accordance with Section 4 of Article VIII. Overtime.

Section 4. Pay for holiday work shall be computed in accordance with applicable laws and regulations.

ARTICLE X

HEALTH AND WELFARE

Section 1. The Union will lend its support to the Employer in encouraging participation in programs and activities of benefit to employees in the bargaining unit.

ARTICLE XI

SICK LEAVE

Section 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness in the future.

Section 2. Employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave exceeds three (3) working days continuous duration except that, in the case of employees suspected of abusing the sick leave privilege (e.g., when sick leave is used frequently or in unusual patterns or circumstances), the Employer may require submission of a medical certificate.

Section 3. Employees who suffer from a chronic illness necessitating absences exceeding three working days on an intermittent basis over an extended period of time, but do not necessarily require medical treatment, may submit one medical certificate to cover such absences for not more than 6 months at a time. The medical certificate shall contain the nature of the illness, reason for and expected dates of intermittent absences, and period of time in which absences are expected to occur. This provision does not apply to employees who are under restrictions due to leave abuse.

Section 4. In accordance with applicable regulations and instructions, the Employer may grant advance sick leave, not to exceed thirty (30) days, to an employee in case of serious illness or disability. There should be a reasonable expectation of return to duty as a prerequisite to the granting of advance sick leave.

Section 5. Employees desiring medical, dental, or optical examination or treatment should make every effort to schedule such appointments after working hours or on nonworkdays. Where this is impractical, request for sick leave to cover such examination or treatment shall be submitted as far in advance as possible.

Section 6. It is agreed and understood that it is the responsibility of the employee to see that his supervisor is notified by telephone or other means if he is prevented from reporting to work because of an incapacitating illness or injury. Employees who desire sick leave because they are unable to report to work must request the leave no later than fifteen (15) minutes after the start of their shift, unless they have a bonafide reason for not doing so. In such instances, they will call as soon as possible. Employees sent home from work because of illness normally shall be subject to the foregoing reporting requirement on the following workday if still incapacitated. When any absence due to illness extends form one workweek into another, the employee shall notify the office on the first day of the second week and of each week thereafter until his return to duty.

ARTICLE XII

ANNUAL LEAVE

Section 1. An employee's request for annual leave shall normally be granted. In considering such requests, the Employer will be governed by workload and manpower requirements. The Employer agrees to establish and adhere to a leave schedule insofar as possible. It is agreed that employees will be consulted in the establishment of such a schedule, and full consideration will be given to each employee's one most preferred leave period. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs and skill availability. Where all other factors are judged to be substantially equal, the employee with greatest seniority will be given preference for the desired leave period. Seniority will be determined by the employee's service computation date (leave), as shown in the employee's SF-50. Employees may request changes to the schedule where there is no conflict involved.

Section 2. Requests for annual leave will be submitted to the appropriate supervisor as early as possible but no less than twenty-four (24) hours in advance. Employees who desire annual leave because they are unable to report to work due to unforeseen circumstances must request the leave no later than fifteen (15) minutes after the start of their shift unless they can not do so. In such instances they will call as soon as possible. Any request for unscheduled annual leave will be considered on an individual basis by the appropriate supervisor before the leave is approved or denied. Absences without authorization may subject the employee to disciplinary action.

Section 3. When the Employer finds it necessary to disapprove a request for annual leave or to cancel previously approved leave, the Employer will explain the reasons for such action to the affected employee as soon as practicable. Should a situation arise where the Employer may have to cancel previously approved leave, the Employer will give due consideration to employees whose leave includes nonreimbursable plane tickets.

Section 4. Employees and the Employer have a mutual responsibility to schedule annual leave for planning purposes as well as to avoid forfeiture because of the limitation of maximum leave which can be carried forward to the succeeding leave year.

ARTICLE XIII

OTHER LEAVE AND ABSENCES

Section 1. Requests for leave of absence without pay will be considered on their individual merit and shall not exceed a period of one (1) year for each application.

Section 2. The Employer agrees that when given adequate advance notification in writing that an employee in the unit has been elected or appointed to a union office or as a delegate to any union activity requiring a leave of absence, such employee may be granted annual leave and/or leave without pay consistent with regulations and work load requirements.

Section 3. In accordance with applicable statutes and regulations, employees in an approved leave of absence without pay status shall maintain all rights and privileges in respect to retirement status, reduction-in-force rights, and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefit Program.

Section 4. Administrative leave is approved absence from duty without loss of pay and without charge to leave.

Section 5. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, such employee may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Employees who do not intend to vote are not entitled to such time off.

Section 6. Where the activity head closes all or part of the Housing Department prior to the start of work due to unanticipated curtailment of operations based on extreme weather, natural disasters, and unforeseen interruptions of transportation or building services, the Employer will make reasonable efforts to inform all affected employees by private or public media.

Section 7. If an emergent situation, such as described in Section 6 above, prevents an employee from arriving at work and the office is open, the Employer may grant administrative leave for all or part of the employee's workday upon the employee providing the Employer with reasonably acceptable documentation that the employee made all reasonable efforts to reach work, but that the emergent condition prevented the employee from arriving on time or at all. Employees are obligated to contact their supervisor as early as practicable to explain the circumstances and provide an estimated time of arrival at work.

Section 8. Tardiness and unavoidable absence from work up to one hour at the beginning of the work shift or following an approved leave period, may be excused for adequate reasons as determined by the Employer.

Section 9. Employees donating blood may be granted up to four hours of administrative leave to cover travel to and from the donation site, the actual donation of blood, and recovery. If necessary, additional recuperative time may be provided. However, the total administrative leave will be limited to the remaining scheduled hours of duty on that day. An employee who is not accepted for donating blood is only entitled to the time necessary to travel to and from the donation site and the time needed to make the determination. This provision does not cover an employee who gives blood for his or her own use or receives compensation for giving blood.

Section 10. An employee who is an official or representative of the Union may be excused without charge to leave in conduction with attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual concern and benefit to the DOD and the employee in the capacity as a Union representative and the DOD's interest will be served by the employee's attendance. Administrative excusal for this purpose may cover only such portions of a training session to meet the foregoing criteria and will not exceed eight (8) hours for any individual within a twelve-month period.

Section 11. The Employer will grant court leave consistent with regulations for employees required to perform jury duty or attend judicial proceedings in a nonofficial capacity as a witness on behalf of the State or local government, or a private party when a party involved in the proceeding is the United States, the District of Columbia, or a State or local government. The Employer may request excusal of the employee from the appropriate court in the event the employee cannot be released because of work load requirements.

Section 12. Members of reserve components of the Armed Forces and National Guard who are permanent, indefinite, or part-time (career) employees, accrue up to 15 calendar days of military leave per fiscal year (prorated for part-time career employees). To the extent not used in a fiscal year, military leave may be carried over into the new fiscal year for a potential total of 30 days of military leave. A maximum of 30 days of military leave may be used during one or more periods of military duty during the fiscal year. Employees shall apply for military leave as far in advance as circumstances permit. Approval of military leave shall be based on a copy of the orders directing the employee to active duty and a copy of the certificate on completion of such duty.

Section 13. The granting of leave for maternity reasons is a combination of sick leave, annual leave, and leave without pay. Sick leave may be used to cover the period of incapacitation, and in accordance with sick leave regulations, to care for the child when the child is ill. If sick leave is exhausted, annual leave will be granted if available or leave without pay. After delivery and recuperation, the employee may desire a period of adjustment or lead time to make arrangements for the care of the child. Such additional leave requirements must be taken care of by the use of the available annual leave, leave without pay or compensatory time.

a. The employee is responsible for notifying the Employer of her intent to request leave for maternity reasons, including the type of leave, approximate dates, and anticipated

duration. This will allow the Employer to prepare for any staffing adjustments necessary to compensate for the employee's absence.

b. The Employer may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue work before delivery or to return to work.

c. The Employer will make a reasonable effort to accommodate a pregnant employee's request for a modification of duties or temporary assignment for medical reasons when the request is supported by acceptable medical evidence.

d. A male employee who has provided the Employer with reasonable advance notice may be absent on annual leave or leave without pay for a reasonable period of time for the purpose of assisting or caring for his minor child or the mother of his newborn child while she is incapacitated for maternity reasons, consistent with applicable regulations.

e. Consistent with the Family and Medical Leave Act, employees are entitled to a total of twelve (12) weeks of accrued sick leave each year providing an 80-hour sick leave balance is maintained to care for a family member with a serious health condition. An employee may substitute paid time off (e.g., annual leave, compensatory time off) for leave without pay. Employees must meet the criteria for leave and comply with the requirements and obligations under the Family and Medical Leave Act.

Section 14. Notwithstanding the above, nothing contained in this article will restrict the Employer's ability to require the presence of an employee, pursuant to its right to assign work under 5 USC 7106(a)(2)(B), should the Employer determine that the employee's services are necessary.

ARTICLE XIV

CIVIC RESPONSIBILITIES

Section 1. In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave whenever practicable consistent with regulations and work load requirements. If an employee is called for the above civic duties, he shall promptly notify the Employer and shall submit evidence of selection for jury service. Upon completion of his service, the employee shall present to the Employer satisfactory evidence of time served on such duties.

Section 2. The Employer and the Union agree that unit employees will be encouraged to participate in approved charity drives; however, in no instance shall the Employer exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The Employer and the Union will encourage employees to participate in the U.S. Savings Bond Payroll Savings Program.

ARTICLE XV

PROMOTION

Section 1. The Employer and the Union agree that all vacant positions, which are filled by competitive means, will be filled in accordance with the Merit Promotion Plan, applicable regulations and this Agreement. The overall objective of the Merit Promotion Plan is to assure that positions filled under competitive procedures are filled with the best-qualified persons available and that employees have an equal opportunity for advancement. All provisions of this article are applicable only to positions in the bargaining unit.

Section 2. The minimum area of consideration for bargaining unit positions to be filled competitively shall normally be no larger than CNR. If the Employer determines that sufficient reason exists for establishing a wider area of consideration for a specific position, the Employer may do so. Upon request, the Union shall be notified of the reason for the expansion. It is further understood that if the initial area of consideration fails to produce a sufficient number of candidates, the area of consideration may be extended.

Section 3. The Union recognizes that the Employer may utilize sources other than merit promotion and may fill vacancies by other methods other than promotion, such as appointment, reinstatement, reassignment, change to lower grade, or transfer. The Employer may also cancel or postpone action to fill a vacancy.

Section 4. Most position vacancies in the bargaining unit will not be announced but will be filled through the Standard Automated Inventory and Referral System (STAIRS). The software used by STAIRS at this time is a commercial product called Resumix. The terms "STAIRS" and "Resumix" are often used interchangeably.

- a. Employees can submit their resumes into STAIRS anytime. Typed resumes can be submitted either electronically or in hard copy. The Union and the Employer encourage electronic submission. A single resume may be used for multiple positions.
- b. When the Employer initiates a recruitment action, STAIRS queries the inventory of resumes, matches the skills of the applicants therein with the skills identified to meet the requirements of the position under recruitment, and creates a referral list.
- c. The Union and the Employer will encourage employees to submit resumes into STAIRS so that they may automatically be considered for position vacancies in which they have indicated an interest.

Section 5. In those rare instances when a bargaining unit position vacancy is announced under Merit Promotion, the Employer will publicize the recruitment action for at least seven (7) calendar days. Employees whose resumes are already in the inventory, and have indicated

interest in such position, will receive automatic consideration and need not submit a resume when the vacancy is announced.

Section 6. As an exception to competitive promotion procedures, an employee demoted without personal cause and eligible under applicable regulations will be given prior consideration for repromotion to certain vacancies for which the employee is fully qualified and interested in. Prior consideration will be given before taking any action to fill the vacancy, except for the placement of an employee with statutory or regulatory rights. Consideration will extend only to positions in the pay system of the position from which demoted which are at or below the grade of the position from which demoted and above the level of the position to which assigned. It is understood that employees afforded prior consideration have no entitlement to selection.

Section 7. The Employer agrees to temporarily promote qualified employees who are directed to perform the required duties of a higher-level position in the unit or first-level supervisory position for two (2) calendar weeks or longer when it is known in advance that the assignment will last for at least two (2) calendar weeks.

Section 8. Temporary promotion of 120 days or less to positions in the bargaining unit or first level supervisory position shall be made as equitably as practicable from among employees who are qualified and, normally, who indicate a willingness to serve in the higher-level bargaining unit positions. It is recognized, however, that the requirements and conditions of the job shall be the deciding factors in making the selection, and that selection will be from among all employees of the Command who meet the above requirements. Terminations of temporary promotions are not subject to processing under Article XXI, Grievance Procedure.

Section 9. Grievances arising out of the application of the Merit Promotion Plan, including rating and ranking complaints, shall be processed under the negotiated grievance procedure. It is understood that non-selection for promotion from a group of properly ranked and certified candidates is not grievable. The Union recognizes the selecting officials are not required to justify their selection decisions to non-selected candidates. However, upon request, the employee may be counseled as to how the employee might improve chances for future selection.

ARTICLE XVI

REDUCTION IN FORCE

Section 1. The Employer agrees that prior to the issuance of official notice to the employees in the bargaining unit involved in reduction-in-force action, the Union shall be notified of the number of employees and competitive levels to be affected, the competitive area (which will be CNR-wide), the date action is to be taken and reasons for the reduction in force. The Union will render its assistance in communicating to the employees the reasons for the reduction in force.

Section 2. In the event of a reduction in force, the Employer will consider filling existing vacancies to the maximum extent practicable through placement of well-qualified bargaining unit employees who would be affected by displacement action. The Employer further agrees to consider training for another position in the bargaining unit an employee scheduled to be separated by reduction in force where such training would be feasible and consistent with manpower requirements. Where the Employer exercises this option and there are more affected employees than available positions and qualifications for the position are substantially equal, the Employer will select in order to highest RIF retention standing. The application of this provision, however, neither requires the employer to fill vacant positions nor to fill vacant positions with unqualified employees.

Section 3. Any career or career-conditional employee who is separated as a result of reduction in force shall be registered for inclusion in the DOD Priority Placement Program and on the Navy Reemployment Priority List.

Section 4. When an employee is downgraded, not at the employee's own request or through no fault of the employee, the Employer will save the employee's grade/pay provided the employee meets the criteria for saved grade/pay in accordance with the Act and applicable regulations. Employees will be informed of their rights regarding saved grade/pay.

Section 5. In the event of a reduction in force, the Employer or his designated representative will advise all affected employees of the reduction in force and the employees' rights as far in advance as possible but not later than thirty (30) days before the action becomes effective. The Employer, or his designated representative, will cover, where applicable, employees' entitlement of reassignment, change to lower grade in lieu of separation, retirement, placement on appropriate reemployment priority lists, severance pay, etc., in accordance with applicable regulations.

ARTICLE XVII

EMPLOYEE DEVELOPMENT

Section 1. Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time.

Section 2. The training and development of employees within the unit is a significant investment. In conjunction with this goal, the Employer will, as funds permit, make available to all employees the training it deems necessary for the performance of the employees' presently assigned duties or proposed assignments.

Section 3. Employees are responsible for self-development, for successfully completing and applying authorized training. They share with management the responsibility to identify training needed to improve individual and organizational performance and identify methods to meet those needs, effectively and efficiently.

a. To the extent feasible, employees will have an Individual Development Plan (IDP) to show what training is necessary to provide the employee with any knowledge, skills, or abilities needed to perform official duties, and will include any training required by law or regulation.

b. Career counseling may be provided by the Employer for those employees who request specific information regarding training and development for new career opportunities.

Section 4. Each employee is responsible for applying reasonable effort, time and initiative to keep abreast of the changing technology of his occupation. The Union and the Employer, therefore, will encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed by the Employer in their occupational fields.

Section 5. The selection of employees for training necessary for promotion shall be made under Merit Promotion Plan competitive procedures.

Section 6. The Employer will publicize job-training opportunities to employees.

ARTICLE XVIII

SAFETY

Section 1. The Employer will exert a reasonable effort to provide and maintain a safe and healthful work environment for employees. The Union recognizes that safety at the worksite is a matter of great importance and will encourage employees to work in a safe manner and promptly report any unsafe conditions to the appropriate Employer official. The Employer recognizes that if corrective action is necessary, it must be accomplished in a timely manner.

Section 2. Each employee has a responsibility for his own safety and an obligation to know and observe safety practices as a measure of protection for himself and others.

Section 3. The Employer will provide appropriate transportation or assistance to employees who are ill or injured while at work and have been declared unable to drive or safely operate a vehicle by competent medical or supervisory authority.

Section 4. The Employer will inform and assist employees injured at work for filing claims under the Federal Employees Compensation Act.

ARTICLE XIX

DISCIPLINARY ACTION

Section 1. A disciplinary action for purposes of this article is defined as a written reprimand or a suspension of fourteen (14) calendar days or less. Prior to initiating disciplinary action against an employee, the immediate supervisor or other responsible official shall make a preliminary investigation or inquiry, as is necessary, to determine the facts in the case. Such investigation shall normally include a discussion with the employee, except where unusual circumstances, e.g. TAD, illness, etc., make such discussion impractical, or where it can reasonable be concluded that such discussion would develop no additional useful information. If the employee so requests, he may be represented in this discussion by the appropriate steward.

Section 2. Disciplinary action against an employee shall be initiated within a reasonable time after the offense has been committed, or made known to the Employer.

Section 3. If disciplinary action is taken against a unit employee, the Employer will furnish the employee with the original and one (1) copy of the proposal and decision letters. In addition, an employee will, upon request, be furnished a copy of all written documents in the case file relied on by the Employer which form the basis for any disciplinary action.

Section 4. Disciplinary actions shall be taken only for just cause and the employee will be notified of his rights to grieve or appeal and of the appropriate procedures available for pursuing such actions. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating, unusual or aggravating circumstances.

Section 5. Information relating to disciplinary actions is privileged and shall not be divulged by anyone gaining access to such information except in accordance with existing regulations even though the employee involved may divulge such information at his own discretion.

ARTICLE XX

ADVERSE ACTIONS

Section 1. An adverse action means a removal, a suspension for more than 14 calendar days, a reduction in grade or pay, or a furlough of 30 days, or less. For the purpose of this Article, the provisions of Chapter 75, Subchapter II, 5 U.S.C. apply. The Employer may take such adverse action against an employee only for such cause as will promote the efficiency of the service.

Section 2. An employee against whom an adverse action is proposed is entitled to:

- a. at least 30 days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. a reasonable time, but not less than seven days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the proposed action;
- c. the right to review the material on which the proposal was based and which is relied upon to support the reasons in the notice of proposal;
- d. be represented by an attorney or other representative; and
- e. a written decision and the specific reasons therefor.

Section 3. In the event the decision is made to take the proposed, or less severe adverse action, the employee shall be informed of his right and the time frame to appeal the decision to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both.

Section 4. An employee will, upon request, be furnished a copy of all written documents in the case file relied on by the Employer which form the basis for any adverse action.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 1. This article provides an orderly procedure for processing grievances. A “grievance” means any complaint:

- a. by any bargaining unit employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any bargaining unit employee; or
- c. by any bargaining unit employee, the Union or the Employer concerning the effect or interpretation, or a claim of breach of the agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. This procedure is the sole and exclusive procedure that will be used by the parties to this Agreement and bargaining unit employees in processing grievances which fall within its coverage, including questions of grievability, unless the employee chooses a statutory procedure, as provided for in Section 10 of this article.

Section 3. The grievance procedure shall not apply to any grievance concerning:

- a. Any claimed violation relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Termination of pay retention;
- g. Nonadoption of a suggestion, performance award or other kind of honorary or discretionary award;
- h. Performance warnings and notices of proposed actions;

i. Interpretation and application of Occupational Safety and Health Administration Standards appealable through 29 CFR Part 1960;

j. Decision of another activity;

k. Actions where the head of the activity does not have the authority to grant the corrective action desired;

l. Separation for failure to satisfactorily complete a probationary period as covered in 5 CFR 315;

m. Discharge of temporaries; or

n. Separation within the first year of an employee on a Veteran's Readjustment Appointment.

Section 4. A grievance which questions the interpretation of published Navy policies or regulations, provisions of law or regulations or appropriate authorities outside the Navy will be processed as follows:

a. If the matter cannot be resolved locally, processing of the grievance beyond Step 1 of Section 6 (Step 2 if grieving a disciplinary action in accordance with Section 6 of this article) will be delayed until the questioned policy, law or regulation has been interpreted. The Employer will forward the position papers of both parties to the cognizant office of issue in the Department of the Navy or ODASN (CIVPERS/EEO) as appropriate.

Section 5. To be timely, a grievance must be presented within fifteen (15) calendar days after the date of the particular act or occurrence which gave rise to the grievance, or within fifteen (15) calendar days after the date the grievant became aware, or should have become aware, of the act or occurrence.

Section 6. The following grievance procedure applies to all eligible employees of the bargaining unit:

Step 1.

a. An employee shall first take up his grievance informally with the appropriate supervisor, normally his immediate supervisor, explicitly stating that his concern is a grievance. The supervisor (in compliance with Section 7 of this article) will meet with the employee in an attempt to resolve the grievance.

b. If the employee accepts the decision of the first-level supervisor, and he desires that it be reduced to writing, he may do so by initiating the Grievance Form at Appendix

I, completing items 1 through 8. The supervisor will provide his written decision within five (5) calendar days.

Step 2.

a. Most grievances should be settled at Step 1; however; if the employee is dissatisfied with the decision at Step 1, he may exercise his right to pursue the grievance by reducing it to writing using the Grievance Form, and submitting it to the Housing Department Head within ten (10) calendar days.

b. Within ten (10) calendar days after receipt of the written grievance, the Housing Department Head or his designee shall meet with the grievant, the Union representative and other appropriate persons. Within ten (10) calendar days after the meeting, the Housing Department Head or his designee shall render his decision to the grievant, in writing, with a copy to the Union. If the decision is unsatisfactory to the grievant, he may proceed to Step 3.

Step 3. Within ten (10) calendar days of receipt of the Housing Department Head's decision, the grievance may be submitted in writing to the Chief of Staff. The Chief of Staff or his designee, will issue a written decision no later than ten (10) calendar days after receipt of the grievance.

Step 4. Within twenty (20) calendar days of the Step 3 decision, the Union may invoke arbitration by notifying the Chief of Staff in writing. Further processing of the grievance will be in accordance with the provisions of Article XXII, Arbitration.

Section 7. At each step of this procedure, an employee grievant shall be represented and accompanied by a Union designated representative. As an exception to this requirement, an employee of group of employees wishing to present a grievance under this procedure without the intervention of the Union may do so. In such case, the employee is not entitled to any representation at the various steps, nor is he entitled to arbitration. The Employer may adjust such grievances so long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present during the grievance proceedings.

Section 8. Grievances initiated by the Union will be processed in accordance with the provisions of Section 6 of this article beginning at Step 2. Grievances initiated by the Employer will be submitted to the Union President. The grieving party will schedule a meeting within fifteen (15) calendar days, and a designated representative of CNR will meet with the Union President, or his representative, to resolve the grievance. A written decision will be rendered no later than fifteen (15) calendar days following the meeting. If the Employer is not satisfied with the decision, the Employer may, within fifteen (15) calendar days from receipt of the written decision, invoke arbitration with written notification to the Union.

Section 9. At Step 2 of this procedure and at any arbitration proceeding, both the Union and the Employer may call a reasonable number of relevant witnesses. Employees of the bargaining unit required to appear at such meetings and proceedings shall not suffer any loss of pay or leave while so appearing.

Section 10. Unit employees grieving a reduction in grade or removal because of unacceptable performance, grieving an adverse action as defined in Article XX, or alleging discrimination may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his option at such time as the employee timely initiates an action in writing under a statutory procedure or timely files a grievance in writing in accordance with this article. Such choice is irrevocable.

Section 11.

a. Grievances based on letters of reprimand shall be submitted to the Department Head at Step 2 of this procedure.

b. Grievances based on adverse actions appealed under this procedure rather than to the Merit Systems Protection Board, or based on suspensions of up to fourteen (14) calendar days shall be submitted at Step 3 of this procedure.

Section 12. An employee alleging discrimination may raise the matter under the statutory procedure or the negotiated grievance procedure, but not both.

a. An employee shall be deemed to have exercised his option at such time as the employee timely initiates an action in writing or timely files a grievance in writing in accordance with this Article.

b. Prior to filing a grievance of discrimination, the employee will contact an EEO Counselor within forty-five (45) calendar days from the date the employee became aware of the alleged discriminatory act. Within fifteen (15) calendar days after receipt of the notice of final interview, the employee may file a grievance of discrimination in writing beginning at Step 2 of Section 6 of this Article. Further processing of the grievance will be in accordance with Section 6. If, however, the alleged discriminating official is at a level above the Housing Department Head, the grievance will be submitted directly to the Commanding Officer, who will render a written decision to the grievant within sixty (60) calendar days of receipt of the grievance. If the grievant and the Union are not satisfied with the Commanding Officer's decision, the Union may, within twenty (20) calendar days from the date of that decision, invoke arbitration in accordance with Article XXII, Arbitration.

Section 13. Where two (2) or more employees from the unit share an identical grievance, the Employer may require that one individual case be selected for processing with the understanding that the decision on the case selected shall be binding on the other individual

case(s). When joint grievances are required and the Union is representing the employees, the Union shall select one individual case for processing. If the employees are not represented by the Union, the employees shall select the one case for processing.

Section 14. The time limits prescribed in this article may be extended by mutual consent upon a showing of good cause prior to the end of the time limit. Failure of the Employer to observe time limits with respect to any step in the grievance procedure shall move such grievance to the next step provided the employee or the union, as appropriate, notified the Employer at the next step of the desire to pursue the grievance. Failure of the employee, his representative or of the Union to observe the time limit shall constitute withdrawal and termination of the grievance.

Section 15. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

Section 16. The Employer and the Union shall assure that all participants in grievances shall have freedom from restraint, interference, coercion, discrimination or reprisal.

Section 17. Use of Alternative Dispute Resolution (ADR) procedures. The Employer and the Union, by mutual agreement may use mediation or other ADR procedures between or in lieu of steps in the grievance procedure, as shown in Section 6 of this article.

ARTICLE XXII

ARBITRATION

Section 1. Arbitration may be invoked only by the Union or the Employer and shall extend only to matters which may be processed under Article XXI, Grievance Procedure. The arbitrator's award shall be binding on the parties except that the Union or the Employer may file exceptions to the arbitrator's award in the manner prescribed by law.

Section 2. Within ten (10) calendar days from the date either party receives written notification that the other party has invoked arbitration, representatives of the parties shall meet to select an arbitrator. If the parties cannot agree on an arbitrator, they shall refer to the list of arbitrators for the geographical area provided by the Federal Mediation and Conciliation Service (FMCS). The parties shall place in a container folded pieces of paper with numbers written thereon equal to the numbers of arbitrators on the FMCS list. One of the parties will then pick one of the folded pieces of paper out of the container. The arbitrator on the FMCS list corresponding to the number on that piece of paper and the arbitrators corresponding to the next four (4) sequential numbers will comprise the list of five (5) arbitrators from which the parties will make selection. The loser of the coin toss will strike a name from the list first and third. The winner of the coin toss will strike second and fourth. The name remaining on the list will be the duly selected arbitrator.

Section 3. Within ten (10) calendar days, following selection and receipt of acceptance from the arbitrator, the parties will prepare a joint letter submitting the matter in dispute. This letter shall present, in question form, the matter on which arbitration is sought; it shall also outline the rules governing arbitration and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. Should the parties not agree on the issue(s) to be presented, each party will submit its version of the issue(s) with the joint submission. Post-hearing briefs may be submitted provided both parties agree or the arbitrator requests them.

Section 4. The arbitration hearing shall normally be held during the regular day shift working hours. The Union and the Employer may request a reasonable number of witnesses who have direct knowledge of the facts concerning the case. Any bargaining unit employee in a duty status whose presence is required in connection with the hearing will be in a pay status without charge to annual leave while participating in the arbitration proceedings. An employee on suspension, unauthorized absence, furlough or leave without pay will not be in a pay status while attending the arbitration hearing.

Section 5. In considering any case submitted under the provisions of this Agreement, the arbitrator shall be instructed to limit his proceedings to the specific issue jointly submitted by the parties and to the evaluation of the testimony, evidence and arguments presented for the purpose

of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion. The arbitrator shall be instructed that he may not change, modify, alter, delete or add to provisions of the agreement, that such a right is the prerogative only of the contracting parties.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. In the event the Employer or the Union takes the position that a certain matter is not grievable or arbitrable, the question of grievability or arbitrability shall be submitted to arbitration as a threshold issue. If it is determined that the matter is grievable or arbitrable, the merits of the dispute will then be considered at a later date, or at the initial hearing if the parties agree.

Section 8. The fee and expenses of arbitration shall be borne equally by the Employer and the Union. The arbitrator's fee, per diem and travel allowance will be set in accordance with applicable regulations. The parties and the arbitrator will agree in writing, in advance, upon the costs items, rates pertaining thereto and other appropriate matters.

Section 9. The time limits in this article may be extended by mutual agreement of the Employer and the Union.

ARTICLE XXIII

POSITION CLASSIFICATION

Section 1. It is agreed that the Position Classification Program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate position descriptions for all positions in the bargaining unit, in accordance with existing instructions.

Section 2. The Employer agrees that each employee will be provided a copy of his official position description and any amendment(s) thereto. If changes are made to the official position description, the Employer will make the affected employees aware of the changes.

Section 3. It is understood that a position description is a written statement of the principal duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he remains in the position. The position description need not set forth every duty an employee may be expected to perform and does not restrict the assignment of duties.

Section 4. Any employee who feels that his position is improperly rated or classified may discuss the matter with his supervisor. The supervisor, upon request and showing of good cause, will arrange for review of the employee's rating or classification. The employee may request the assistance of a union steward when discussing the matter with his supervisor or when being reviewed or audited.

ARTICLE XXIV

CONTRACTING OUT

Section 1. The Employer agrees to notify the Union as soon as a determination has been made to contract out a function performed by bargaining unit employees. The Employer and the Union recognize the importance of informing the employees of the reasons for contracting out. It is the right of the Employer to make determinations with respect to contracting out. In the event the Employer exercises its right to contract out work which adversely affects the employees, the Employer shall notify the Union of its decision, keep the Union apprised of any impacting developments, and fulfill all bargaining requirements.

Section 2. The Employer shall make a reasonable effort to minimize the impact of RIF resulting from the decision to contract out work, using applicable laws and regulations. The Employer will counsel employees adversely affected by the need to RIF. The Employer shall maintain effective communications with impacted employees.

Section 3. The Union will be promptly informed of any changes resulting from the decision to contract work which impacts bargaining unit employees.

ARTICLE XXV

GENERAL PROVISIONS

Section 1. The Employer will furnish a copy of the Agreement to all bargaining unit employees, including newly hired employees. The Employer will inform newly hired bargaining unit employees during orientation of the union's status as the exclusive representative of all bargaining unit employees. The Employer will consider positing a copy of the Agreement of the Employer's shared computer drive.

Section 2. Neither the Union nor the Employer will file an unfair labor practice charge against the other without first attempting to resolve the matter informally with the other party.

Section 3. The Employer will permit recognized labor organization notices, bulletins and other literature to be distributed or posted in designated areas. Literature posted or distributed within an activity must not violate any law, this Agreement, the security of the activity or contain scurrilous or libelous material. Violation of standards concerning content and distribution of literature will be grounds for revocation of this privilege.

Section 4. The Employer will detail employees in accordance with applicable regulations. Where more than one employee might reasonably be selected for a detail, the Employer will select as the Employer sees fit, except that such details will not be used to give one employee an unfair advantage over other similarly situated employees for promotion consideration.

Section 5. The Employer will reassign employees to vacant positions in accordance with the needs of the activity, giving first consideration to employees who have already made known their interest in being reassigned to the vacancy in question. The Employer will not reassign in an arbitrary or capricious manner. Where two or more qualified employees request reassignment, the Employer will consider the employee's organizational assignment, position, dependability, knowledge of the work involved, and if applicable, medical condition. Where the above factors are roughly equal, the most senior employee in the current position in the Housing Department will be reassigned. Where there are no volunteers, the Employer will reassign as the Employer sees fit. Should the reassigned employee object to the reassignment within seven (7) calendar days, the Employer will return the employee and reassign the least senior employee in the current position in the Housing Department.

Section 6. Upon request, the Employer agrees to furnish the Union a list of employees in the bargaining unit. The list shall contain the name, title, series, and grade of employees. The number of lists provided shall not exceed two in one calendar year.

Section 7. Provisions governing the voluntary payroll deductions of labor organization dues on behalf of employees who are members of the Union are contained in a separate Memorandum of Agreement executed between the Employer and the Union.

Section 8. Insofar as practicable, the Employer will provide adequate space and privacy for the union representative to conduct representational duties such as discussing complaints with bargaining unit employees.

ARTICLE XXVI

DURATION OF AGREEMENT

Section 1. This agreement will become effective on the date of Department of Defense (DOD) approval, or 31 days from the date of execution of this Agreement, whichever comes first. The duration of this Agreement will be for three (3) years from the date of approval of the Agreement. Execution of this agreement will occur only after ratification by members of the Union who are also bargaining unit employees. This Agreement shall be terminated at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. Provided the Union's exclusive recognition has not been challenged during the 105 to 60 day period prior to the conclusion of the three (3) year period and the Agreement has not been terminated at an earlier date, the parties shall meet at a mutually agreeable date for the purpose of either amending or extending the Agreement in its entirety or commencing the negotiation of a new agreement. If the parties do not negotiate a new agreement, this Agreement will remain in effect for successive periods of one year, subject to approval by DOD, unless either party notifies the other in writing at least 90 days prior to the next anniversary date of intention to renegotiate a new agreement. When either party requests to renegotiate the Agreement, the provisions of this Agreement shall be honored until a new agreement becomes effective, except for those provisions that are contrary to law, regulation, Executive Order or Public Law 95-454.

Section 2. By mutual consent of the parties hereto, this Agreement may be opened at any time for amendment. Any request for amendment from either party shall be in writing and must include a summary of the amendment or amendments proposed. Within twenty (20) working days of receipt of such request, representatives of the Employer and Union shall meet to discuss the matter. If the parties agree that opening of the Agreement is warranted, they shall proceed to negotiate the proposed amendment(s). No changes shall be considered other than those directly related to the subject of the proposed amendment(s). Any amendment(s) on which agreement is reached shall be duly executed by both parties and will become effective on a date determined to be appropriate under the circumstances. All amendments must be handled and approved in the same manner as provided in Section 1 of this article.

CNR HSNG/IFPTE
NEGOTIATED PROCEDURE
GRIEVANCE FORM

1. NAME OF GRIEVANT _____
2. POSITION _____
3. NAME OF GRIEVANT'S REPRESENTATIVE _____ PHONE NO. _____
IF NOT AN ACTIVITY EMPLOYEE, FULL ADDRESS _____

4. NATURE OF GRIEVANCE: (A) State which ARTICLE(S) & SECTION(S) of the negotiated Agreement are alleged to have been violated. (B) Also state nature of grievance, including dates, names, locations if possible. If appealing a disciplinary action, state why you think action should not have been taken.

(A) ARTICLE(S)/SECTION(S) ALLEGED TO HAVE BEEN VIOLATED: _____

(B) NATURE: _____

5. CORRECTIVE ACTION OR REDRESS DESIRED: _____

(DO NOT COMPLETE 6 AND 7 IF APPEALING DISCIPLINARY ACTION)

6. FIRST STEP DISCUSSION HELD WITH _____ on _____
(Supervisor's Name) (Date)

7. FIRST STEP DECISION FROM _____ on _____
(Name) (Date)

8. SUBMITTED BY _____ DATE _____
(Signature)

ENCLOSURES: (List enclosure(s), if any, on the reverse side.)

DISTRIBUTION: Employee submits original to Department Head and copy to immediate supervisor

(See CNR HSNG/IFPTE Agreement for procedures.)