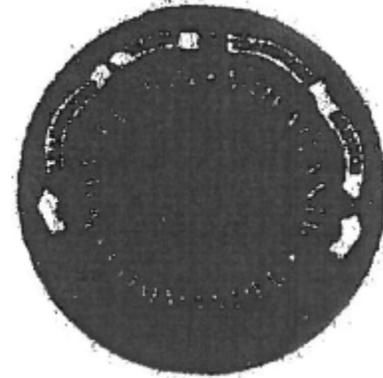


NEGOTIATED  
AGREEMENT



COMMANDER, NAVY REGION MID-ATLANTIC  
PROGRAM DIRECTOR for INFORMATION TECHNOLOGY  
(PDIT)  
NORFOLK, VA 23511-2784

-----AND-----  
-

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 53



COLLECTIVE  
BARGAINING AGREEMENT

Between

The American Federation of  
Government Employees  
(AFGE)  
Local 53

AND

Commander, Navy Region Mid-Atlantic  
Program Director for Information Technology  
(PDIT)  
Norfolk, VA 23511-2784

**PREAMBLE**

This Agreement is between the Commander, Navy Region Mid-Atlantic Program Manager for Information Technology (PMIT), Norfolk, VA activity signatory to this agreement, here after referred to as the Activity, and the American Federation of Government Employees, Local 53, here after referred to as the Union.

Both parties agree that the purpose of this Agreement is to prescribe certain rights and responsibilities of the Union and Activity. This is mandated by Public Law 95-454 and the Civil Service Reform Act of 1978. These provide Employees the opportunity to participate in decisions affecting conditions of employment through their exclusive representatives.

The parties agree that this Agreement will supersede any prior or existing practice, policy or instruction that conflicts with the provisions included in this contract.

The parties further agree that this contract is not all-inclusive and that certain conditions of employment are not specifically covered. This does not lessen the responsibility, but rather compels the Parties to meet periodically for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered in the Agreement.

**WITNESSETH**

In consideration of the mutual agreements stated above, the parties contract for the following:

Both parties agree to employee participation in the formulation and implementation of policies affecting them.

Employee participation contributes to the overall effectiveness of mission goals and the efficient administration of Government Policies. Employee participation also ensures an orderly and constructive relationship between labor and management officials.

Both parties agree to uphold the laws and regulations paramount to employee-management relationships. The covenant is bound within the legal statutes set forth by Congress and the Department of

the Navy and both parties intend to fully abide by them.

The parties recognize the common goals of efficiency in operation, elimination of waste and conservation of supplies.

The parties encourage the submission of cost reduction and accident prevention programs.

The parties agree to strengthen good relations between the Activity, the employees, and the local community.

It is the policy of the Department of the Navy that management officials shall consult with the representatives of labor unions and other lawful groups, and encourage them to express themselves concerning the development of personnel policies and new programs. This policy recognizes that effective communication between employees and management develops respect and creates good will, that employees may express their collective views more freely through a labor union than individually, and this discussion of mutual problems is of advantage to both employees and management.

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**ARTICLE 1**  
**PROVISIONS OF LAWS AND REGULATIONS**

SECTION 1. In the administration of all matters covered by this Agreement, the laws and regulations of appropriate government authorities shall govern the Activity and Union employees. This includes applicable policies set forth in Departments of Defense and Navy and by the policies and regulations of appropriate government agencies.

**ARTICLE 2**  
**RECOGNITION AND UNIT DETERMINATION**

SECTION 1. The Union is the exclusive representative of a l employees in the Bargaining Unit as defined in Section 2 of this Article. The Union represents the interests of all such employees with respect to grievances, personnel policies, practices, and procedures or other matters affecting conditions of employment.

SECTION 2. The bargaining unit is comprised of all graded Civil Service employees assigned to the Commander, Navy Region Mid-Atlantic Program Director for Information Technology (COMNAVREG MIDLANT PDIT) including its annexes and detachments which are or may be included during the term of this agreement with the approval of the Federal Labor Relations Authority. These employees exclude management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (5), (6), and (7).

SECTION 3. Each employee shall be informed annually of his or her right to union representation.

**ARTICLE 3**  
**RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE**

SECTION 1. Each employee shall have the right to form, join, or assist the Union in any union activity without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

SECTION 2. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Activity or Union.

SECTION 3. The provisions of this agreement shall be binding on the Parties for any new function acquired by the Activity.

SECTION 4. A representative of the Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation conducted by a representative of the Agency if the employee reasonably believes that the examination may result in a disciplinary action and the employee requests representation.

SECTION 5. The Union is the exclusive representative of all bargaining unit employees for all matters within the scope of collective bargaining and this agreement except where a specific statutory exception provides that an attorney or other representative may represent an employee.

SECTION 6. When a Union representative is not immediately available, the meeting will be deferred for a reasonable period of time to allow for the presence of representation.

SECTION 7. Employees will be granted reasonable amounts of official time to consult with Local 53 Union representatives, Human Resource Office representatives, Equal Employment Opportunity Office representatives, or any other Official Activity function. Official time granted for these purposes should not unduly interfere with the work of the activity.

**RECORDING OFFICIAL TIME:**

Both parties recognize the value of accurate and detailed accounting of official time as cost data, and are encouraged to maintain official time accounts as precisely as possible. Official time will be recorded using the form titled 'OFFICIAL TIME FOR UNION REPRESENTATIVE ' (see appendix A) and maintained by using the purpose categories addressed on the form.

SECTION 8. As a basic condition of employment, all employees are required to:

- a. Maintain regular and reliable attendance

b. Carry out assigned duties in accordance with the established standards and good, safe work practices.

c. Demonstrate courtesy and integrity in dealings with customers, coworkers, supervisors and the public.

d. Refrain from conduct, on or off the job, which impairs the efficiency of the service.

**ARTICLE 4  
RIGHTS AND RESPONSIBILITIES OF THE UNION**

SECTION 1. The Union will be the exclusive representative of the Bargaining Unit employees. The Union 's responsibilities are to present the views of employees to the appropriate authority and to engage in collective bargaining on behalf of the employees.

SECTION 2. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, gender, sexual persuasion, age, physical disability, Civil Service status, religious belief, or marital status.

SECTION 3. No Union representative will be denied any right or privilege, otherwise entitled to because of their Union affiliation. Union activity cannot be a basis for a lowered performance appraisal.

SECTION 4. The Activity recognizes all local and National Officers of the Union. Arrangement for their visits to the activity during reasonable times on appropriate business and subject to applicable security regulations will be provided by the Activity. The Union will give reasonable advance notice to the Activity in regards to the date and purpose of the visit

SECTION 5. The granting of official time for Union activities will not unduly impede the work of the Activity or result in avoidable travel costs. In this regard, the Union will strive to make maximum effective use of its on- site representatives in detachments. The employer recognizes the parties may wish to negotiate a special Memorandum of understanding (MOU) regarding travel and on-site representation the first year a detachment is added

into the unit. Such an MOU does not automatically preclude or limit travel in subsequent years. Official time will not be granted for internal union business. Disputes concerning the use of official time will be resolved by the Activity Commanders designated representative and the Union.

SECTION 6. All chief stewards and stewards of the union will obtain permission from their immediate supervisor before transacting appropriate official Union activities. When a Union steward desires to contact an employee in another work area, they must first obtain permission from their immediate supervisor to leave the workplace to discuss a grievance or complaint. The employee whom the steward is contacting must request permission from their immediate supervisor in order to leave the workplace to meet with the steward in a common meeting area. The supervisor will make the employee available for discussion unless there are compelling circumstances to the contrary. In such cases, the Union steward shall be informed when the employee will be available for discussion.

SECTION 7. The Union shall be given the opportunity to be present at all formal discussions between management and employees concerning grievances, changes in personnel policies and practices or other matter affection genera l working conditions of employees in the Unit. This includes adjustments of grievances, complaints, or appeals, which meet the intent of being a formal meeting under Law.

SECTION 8. Union stewards shall be equitably distributed throughout the bargaining unit so that the demands for official time do not disproportionately impact any one organizational component or result in avoidable travel costs. The numbers of stewards and their areas of representation shall be based on documented need and may be adjusted from time to time by mutual consent of the parties to insure the arrangements continue to be responsive to the interests of the parties. In the absent critical workload impact, representatives will be excused on authorized business when requested. If such is not possible, the representative will be told when he/she can be released.

SECTION 9. Each supervisor of a Union steward or other representative will, along with the representative, reach an understanding concerning the procedures for requesting, approving, and recording of official time which satisfies the mutual interests of the parties. As a minimum, the

recording of official time will include the amount of time spent per day, location, and purpose in as few words as possible. Where the supervisor and the representative do not attain mutually satisfactory procedures, the parties will appoint representatives to discuss and resolve the differences.

SECTION 10. Union stewards may receive, but shall not solicit, complaints and grievances of employees on Government time and property. Solicitations of membership and the performance of activities concerned with the internal management of the Union will not be conducted during the working hours of the employees involved.

SECTION 11. Stewards are encouraged in the performance of their duties to:

a. Advise employees to seek resolution of a complaint in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors.

b. Advise the supervisor and Activity officials of potential problem areas;

c. Seek to determine the merits of an employee 's complaint through the collection and consideration of facts;

d. Advise the employee on the merits of his/her complaint and the action which it warrants.

e. Assist the employee in presenting a complaint to appropriate supervisory personnel when the employee so requests.

SECTION 12. The Union will guard against use of excessive time to conduct authorized Union business and will encourage all employees within the Activity to engage only in those activities which are authorized by the Agreement. Each Union representative shall normally restrict his or her Union representation to the specific representational area in which they are authorized by the Union to act in the Union's behalf in accordance with Section 8. While representatives have access to the current Local 53 AFGE office, the Union will encourage representatives to keep such usage to the minimum necessary.

SECTION 13. Consistent with government regulations, Union representatives may use any office equipment normally assigned to them incidental to their duties for handling grievances and other representational matters. Internal union business is not to be conducted on government equipment.

SECTION 14. The Union shall furnish for the Employer a current list of all authorized stewards, together with the designation of the group and location each is authorized to represent.

SECTION 15. The Union will be granted official time to perform the following representational duties without charge to leave or loss of pay:

a. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees, which occur during the term of this Agreement.

b. Presentation and processing of grievances in accordance with Article 20 of this Agreement.

c. Attend management-initiated meetings not otherwise described in this Agreement.

d. Participate on committees or panels as authorized by this Agreement.

e. Participate in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA' s rules and regulations.

f. Serve as the representative at a hearing before an administrative judge of the Merit Systems Protection Board (MSPB) or

g. Equal Employment Opportunity Commission (EEOC) when negotiating a supplement to this Agreement.

h. Participate in approved representational training.

SECTION 16. Official time shall not be granted for the following activities except as ruled negotiable by pertinent FLRA decisions and agreed to by the Activity:

a. Matters pertaining to internal management of the Council.

b. Membership meetings.

b. In accordance with applicable laws-

c. Soliciting of memberships.

d. Collecting of dues or assessments.

e. Campaigning for Council/Union office.

f. Distributing or posting of Union literature, notices, and authorization cards.

SECTION 17. Official time will not be granted for representational duties outside of the bargaining unit.

SECTION 18. Official time, annual leave, or Leave Without Pay may be authorized for Officers in the Union to attend district meetings or National Conventions in accordance with applicable laws and regulations.

SECTION 19. A leave of absence without pay (LWOP) may be granted to a bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full-time in the elected position, or who is selected as an AFGE National Union Representative. No more than three representatives may be approved by the Activity. The Activity shall be given not less than 60 days advance notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Activity. To the extent of its authority, the Activity shall place the employee upon his/her return in the position the employee left, or one like seniority, status, grade and pay.

**ARTICLE 5  
RIGHTS AND RESPONSIBILITIES OF THE ACTIVITY**

SECTION 1. Nothing in this agreement shall affect the authority of any management official of the activity to:

a. Determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. In accordance with applicable laws-

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

(2) Management's right to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations fills positions from properly ranked and certified candidates for promotion.

SECTION 2. In prescribing regulations, directives, or instructions relating to personnel policies, practices, and working conditions, and to take whatever actions may be necessary to carry out the agency mission during emergencies, the Activity will have due regard for the provisions imposed by Article 4 and 5 of this Agreement.

SECTION 3. The parties will work together to accomplish Command goals. In keeping with those goals, the parties will:

a. Provide systematic training of appropriate employees in Alternative Dispute Resolution (ADR) and interest-Based Bargaining (IBB) approaches.

b. Negotiate using interest-based bargaining and alternative dispute resolution techniques according to good government bargaining standard, which has as its objective to make government work better and cost less.

SECTION 4. Negotiations will be carried out in accordance with the federal Labor Relations statute.

**ARTICLE 6  
BOARDS AND COMMITTEES**

SECTION 1. The parties will consult concerning representation or membership in each other's established Boards and Committees.

SECTION 2. Appointments to boards or committees and terms of Union or management appointments will be mutually agreed to by the Union and Activity.

SECTION 3. The parties will provide each other one copy of the minutes, where taken, of each of their regularly convened boards or committees on which there is bilateral representation.

**ARTICLE 7  
ARBITRATION PROCEDURES**

SECTION 1. If the Activity and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 30 calendar days of issuance of either party's final decision, shall be submitted to arbitration.

SECTION 2. Within 15 working days from the date of the request for arbitration, or such other period as mutually agreed to, the parties shall jointly request and share the cost for the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within 3 working days after the receipt of such list. If mutually agreed that the list is not acceptable to both parties, the list will be returned and a new list requested. If they cannot mutually agree upon one of the listed arbitrators, then the Activity and the Union will each strike one arbitrator 's name from the list of seven and will repeat this procedure. The party filing the grievance shall strike first. The remaining person shall be the duly selected arbitrator.

SECTION 3. The arbitrator 's fee and expense shall be borne equally by the Activity and the Union, and shall not exceed that authorized by applicable regulations. Reimbursement for travel and per diem will not exceed that authorized by the Joint Travel Regulations. In the event that it is necessary for the hearings to be held in facilities not under the administrative control of the Activity, the cost of such mutually agreed upon facilities shall be borne equally by the Activity and the Union. Further, the Activity and the Union shall share equally the expenses of mutually agreed upon service(s) considered desirable or necessary in connection with the arbitration proceedings.

SECTION 4. The arbitration hearing shall normally be held during the regular day-shift hours of the normal basic workweek. Union representatives and any witnesses who have direct knowledge of the circumstance and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge of annual leave. Overtime will not be requested or approved.

SECTION 5. The arbitrator will be requested to render a decision not later than thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall have no authority to change, modify, alter, delete, or add to the provisions of the Agreement. The arbitration award shall be binding on the Activity and the Union. However, the Activity or the Union may file exceptions to the award with the Federal Labor Relations Authority pursuant to regulations prescribed by the Activity.

SECTION 6. The Union and the Employer each will be permitted to have up to three persons, of its choice, present throughout the arbitration hearing.

SECTION 7. Except by mutual consent, arbitration will be conducted as oral proceedings with no verbatim transcript and no filing of briefs. Parties desiring a transcript of the proceedings shall be responsible for making arrangements for and paying the full cost of the transcript.

**ARTICLE 8  
BENEFICIAL SUGGESTION PROGRAM**

SECTION 1. All employees in the Unit shall be encouraged to participate in the Beneficial Suggestion Program. It is the desire of the Activity and the Union that all Beneficial Suggestions be processed in a timely and expeditious manner. An employee encountering unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion will refer the matter to the Incentive Awards Administrator who in turn will take reasonable steps to resolve the problem.

SECTION 2. Rejection of all beneficial suggestions will be made in writing and the suggestor will be afforded an opportunity, upon request, to see the completed file on the suggestion, and may be accompanied by a representative. A suggestor may request reconsideration of a decision

involving the merits and values of his contribution. The request must be in writing, contain the justification or basis for the request and be submitted to the Incentive Awards Administrator within thirty days after the decision, which prompted the request. The suggestor shall be advised of appropriate appeal procedures if any further action is desired.

SECTION 3. Employees will be encouraged to discuss prospective suggestions with their immediate supervisors. The Activity will ensure that immediate supervisors aid and assist employees in preparing suggestions without expecting or receiving credit as co-suggestor of the suggestions.

**ARTICLE 9  
BREAKS**

SECTION 1. Each employee is entitled to one 30-minute unpaid lunch break per each 8-hour or more tour of duty.

SECTION 2. During overtime assignments, when food is not available at the job site and food cannot be delivered to the job site, the Activity agrees that if work requirements allow, a volunteer may be released by the supervisor-in-charge to go obtain food for those who wish to eat.

SECTION 3. Consistent with workload requirements, supervisors will make reasonable provisions for employees to periodically stop work briefly to refresh themselves.

**ARTICLE 10  
CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)**

SECTION 1. Consistent with DON Civilian Human Resources Manual, Subchapter 792.1, the Activity will offer a Civilian Employee Assistance Program for individuals suffering from alcoholism, drug abuse, or emotional disorders, or other problems that may affect job performance.

SECTION 2. The Parties will cooperate fully in attempting to rehabilitate and improve work performance of affected employees who need assistance under the provisions of this program.

SECTION 3. When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces his/her dependability, or reflects discredit upon the Activity; supervisors will either advise or encourage the employees to pursue help through CEAP. Employees undergoing a prescribed program of treatment will be granted sick leave on the same basis as any other illness when absence from work is necessary.

SECTION 4. All discussions, counseling sessions, and records of CEAP are confidential. With the exception of whether or not an employee kept a scheduled appointment, information may not be disclosed without prior written consent of the employee.

**ARTICLE 11  
CIVIC RESPONSIBILITIES**

SECTION 1. In the event an employee is summoned by jury duty or as a witness on behalf of the government, he shall be excused for such duties and paid in accordance with current regulation.

SECTION 2. Employees will be encouraged exercising their rights and privileges as Americans to vote in all national, state and local municipal elections or referendums. In this connection, each request for administrative leave may be granted for voting, subject to the following:

a. Voting arrangements requiring excused leave may be made with the employee's immediate supervisor prior to Election Day to prevent undue interruptions to work operations.

b. Employees whose voting residence is within thirty (30) miles of their work center may be granted an amount of excused time to vote which will permit them three hours after the polls open or three hours before polls close, whichever requires the lesser amount of time off.

c. for those employees whose voting residence is over thirty to fifty miles from their work center, a period of four hours after the polls open or four hours before the polls close may be allowed, whichever requires the lesser amount of time off.

d. For those employees whose voting residence is over fifty to seventy-five miles from their work center, a period of five hours after the polls open or five hours before the polls close may be allowed, whichever requires the lesser amount of time off.

e. If voting by absentee ballot is not allowed, employees whose voting residence is beyond seventy-five miles from their work center may be excused for the time necessary to vote, but not to exceed eight hours.

Note: Where a different policy is in place at a detachment or annex site prior to this agreement applying to that site, implementation of the above policy will not commence until the first national, state, or local election occurring two years after this agreement applies to that site.

SECTION 3. For employees that vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, provided registration cannot be accomplished on a non-work day and the place of registration is within a reasonable one-day round trip travel distance of the employee's place of residence.

SECTION 4. The Parties will encourage employees to participate in worthwhile charity drives approved by the Activity; however, in no instance shall either party exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute.

**ARTICLE 12  
CONTRACTING OUT OF WORK**

SECTION 1. The Activity will notify the Union prior to contracting out bargaining unit work.

SECTION 2. In the event that a decision is made to contract out a function, the Activity will promptly provide the Union with a copy of the cost comparison study with the Statement of Work that was submitted as the Government 's in-house estimate.

SECTION 3. As soon as possible the Union will be notified to study the proposal and be permitted to express their views and initiate impact and implementation bargaining prior to implementation of the contract.

SECTION 4. Implementation and Impact Bargaining will begin within 15 workdays of notice to the Union.

SECTION 5. Where contractor personnel are to be assigned to work with unit employees, the Union will be provided prior notice of the functions to be performed and identification of the contractor.

SECTION 6. The PARTIES agree, subject to applicable laws and regulations, in the spirit of cooperation, will provide a timely, no-cost exchange of information to include items such as current listing of contract activities affecting the bargaining unit. The PARTIES are committed throughout this process to work together to reduce the adverse impact to employees.

**ARTICLE 13  
DETAILS**

SECTION 1. Details will not be used to give an employee training and experience to qualify for higher level work unless the employee has qualified for the training under the terms of an established training program or has been selected in accordance with the Merit Staffing Program.

SECTION 2. Details will be in accordance with current Government-wide regulations. Qualified volunteers will first be sought from all eligibles in the specific work area concerned. Selection may be made from those volunteers considered having an appropriate background required for performing the duties of the detail.

SECTION 3. Employees detailed to perform the duties of an established position of higher grade within the unit, in excess of 10 calendar days, shall be considered for temporary promotion where they have assumed the full scope of the position and are performing essentially all of the duties. In such cases, the effective date of the temporary promotion will be back to the first day of the detail.

SECTION 4. All details in excess of 120 calendar days shall be documented on a Standard form 50 with a copy given to the employee and a copy placed in the employee's Official Personnel Folder (OPF).

SECTION 5. At the employee's request, details less than 120 calendar days but greater than 30 calendar days will be recorded in the employee's Official Personnel File (OPF).

**ARTICLE 14  
DISCIPLINARY ACTIONS**

SECTION 1. The objective of discipline is to correct the offending employee's behavior and maintain discipline and morale among other employees. Disciplinary action must be for such cause as promotes the efficiency of the service. There are alternatives to formal disciplinary action. Where, at the level of recognition, the parties have agreed to such alternatives, disciplinary actions can be treated as disputes subject to resolution through a number of alternative dispute resolution techniques.

SECTION 2. An oral admonishment and letter of caution are instructional in nature and serve only to place an employee on notice that a certain type of conduct is not permitted and may effectively correct deficiencies in an employee's conduct. Oral admonishments and letters of caution will not be made a matter of record in the employee's Official Personnel File. A letter of requirement, on the other hand, is a written order, which may be grieved. It may also serve to correct an employee's conduct.

SECTION 3. Letters of reprimand, demotions, suspensions, and removals are formal disciplinary actions and are subject to the grievance procedure of this Agreement.

SECTION 4. Letters of caution and oral admonishments are informal disciplinary actions and are not subject to the grievance procedure of this agreement.

SECTION 5. The Activity has the burden of developing the evidence necessary to support a disciplinary action. In this regard, the Union shall be given the opportunity to be represented at any examination of an employee in connection with an investigation conducted by a representative of the agency if: the employee reasonably believes that the

examination may result in disciplinary action against the employee and the employee requests representation.

SECTION 6. If formal disciplinary action is contemplated, it is solely the Activity's responsibility to select a remedy, which does not exceed the bounds or reasonableness under the circumstances of the particular case.

SECTION 7. Wherever practicable, before taking action, the activity will afford the employee an opportunity to explain his/her position, which may possibly eliminate any necessity for initiating formal disciplinary action.

SECTION 8. All material used to support a disciplinary action is available for review by the employee and Union upon request. An investigation may not be unduly delayed by the unavailability of an employee's representative.

SECTION 9. An employee against whom a suspension or adverse action is proposed is entitled to:

a. An advance written notice stating the specific reasons for the proposed action.

b. A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

c. Be represented by an attorney or other representative (any representative other than a Union representative will be at the employee's expense).

d. A written decision prior to effective date of the action, which includes notice of the employee's right to grieve or appeal, as appropriate.

**ARTICLE 15  
DUES DEDUCTION**

SECTION 1. To ensure the smooth functioning of the program for voluntary allotments for payment of dues, the following

outlines the responsibilities of the parties concerned and the procedures to be followed:

a. The Request for Payroll Deductions for Labor Organizations Dues Form (SF-1187), can be found on the internet and the Union is responsible for distributing the form to its members, certifying as to the amount of its dues, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

b. The Union will deliver completed forms authorizing the deduction of dues to the Activity for payroll processing.

c. The Union shall immediately notify the Activity in writing when any member of its organization that is participating in the dues deduction program is expelled or for any reason ceases to be a member of good standing.

d. The Cancellation of Payroll Deductions for Labor Organizations Dues Form (SF-1188), can be found on the internet and will be received and processed as set forth below:

The Union will receive any properly executed SF- 1188, and forward it to the Employer, indicating in the appropriate block the effective date of the cancellation, which must be the start of a pay period. Such revocation will not be effective, however, until the first full pay period following the anniversary of the beginning date of the employee 's dues allotment. If the allotment is not revoked at the end of the first year, any subsequent revocation will be effective the first full pay period following the anniversary date, provided the revocation is received by the Union before such date.

Dues sign up and revocation will not be done while an employee is in a duty status.

#### **ARTICLE 16 EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. The Parties subscribe to the policy of nondiscrimination and will assure that equal employment

opportunity be afforded all qualified persons consistent with law and to prohibit discrimination against any employee or applicant because of sex, race, color, religion, age, national origin, or physical or mental handicap. The Activity and the Union each has a positive and distinct role in carrying out the concepts of equal employment opportunity.

SECTION 2. In keeping with Section 1 above, the Activity will establish a comprehensive EEO program consistent with guidelines received from higher authority. The Union will fully support EEO policies, programs, and objectives.

SECTION 3. An employee who feels he or she has been discriminated against must initiate contact with an EEO Counselor within 45 days of date of the matter alleged to be discriminatory, or in the case of a personnel action, within 45 days of the effective date of the action.

SECTION 4. The activity shall extend the 45-day time limit when the individual shows that he or she was not notified of the time limits and was not otherwise aware of them; that he or she did not know and reasonably should not have known that the discriminatory matter or personnel action occurred; that despite due diligence, he or she was prevented by circumstances beyond his or her control from contacting the counselor within the time limits; or for other reasons considered sufficient by the activity.

SECTION 5. In any case where a discrimination action or practice is found, corrective action will be taken to ensure that such practice is remedied and not repeated. Reprisal against a complainant or a witness for a complaint is prohibited, and such action may be interpreted as an act of discrimination.

#### **ARTICLE 17 EMPLOYEE DEBTS**

SECTION 1. Employees who fail to pay just debts are liable to have their pay garnished if the agency is ordered to do so by a court of competent jurisdiction. Failure to pay just debts may be regarded as a disciplinary infraction where there is a connection between that particular conduct and the efficiency of the service.

SECTION 2. Employees experiencing financial problems are encouraged to avail themselves of the services of the Civilian Employee Assistance Program.

**ARTICLE 18  
GOVERNMENT OWNED FACILITIES, EQUIPMENT, VEHICLES, AND  
SERVICES**

SECTION 1. Union representatives are permitted to use government telephones and FAX machines for the transmittal of representational information providing there are no toll charges associated with the transmission.

SECTION 2. Government copy machines can be used to reproduce representational material such as grievances and grievance-related correspondence.

SECTION 3. Use of the Activity guard mail system is authorized for representational material such as grievances and grievance-related material.

SECTION 4. Government owned vehicles are not normally authorized for Union duties. However, the Activity may grant authorization in extenuating circumstances. Prior authorization must be obtained before use is authorized.

SECTION 5. The activity will authorize the union to use activity bulletin boards, training rooms, conference rooms, etc. when it determines such use will be mutually beneficial and subject to mutual consent.

SECTION 6. Telephone numbers of key Union personnel will be published.

**ARTICLE 19  
GRIEVANCE PROCESSING**

SECTION 1. A grievance means any complaint:

a. By any employee concerning any matter relating to the employment of the employee.

b. By the union concerning any matter relating to the employment of any employee.

c. By any employee, the Union or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of a collective bargaining agreement.

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. The following matters are excluded from this negotiated grievance procedure:

a. Any claimed violation of subchapter III of Chapter 73 of Title 5 U. S. C. (relating to prohibited political activities).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security).

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. Non-selection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.

g. Termination of temporary promotion.

h. Termination while serving under a time limited or probationary appointment.

i. The adoption or non-adoption of an employee's suggestion or invention.

j. The reassignment or demotion of an employee to non-supervisory position during the probationary period served by new supervisors.

k. An allegation or complaint of discrimination reviewable under 29 CFR 1613.

SECTION 3. Grievances filed under this Agreement will be typed or written on a form mutually agreed to by the Activity and Union. Grievances will be filed within 15 calendar days of the incident precipitating the grievance. Grievances filed by mail shall be deemed filed as of the date postmarked by the U. S. Postal Service.

SECTION 4. Time frames during the grievance period may be extended by written mutual agreement. Failure of the Activity to meet the time limits prescribed above shall permit the employee or the union to move the grievance to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

SECTION 5. When several employees have identical grievances, one employee's grievance shall be selected by the Union for processing. The decision on the case selected will be binding on all other cases of the employees who have identical grievances.

SECTION 6. Reasonable time during working hours will be allowed for employees to meet with union representatives to discuss, prepare, and present grievances, including attendance at meetings with management officials. The Union agrees to refrain from the use of excessive time in the discussion, preparing and presenting of grievance.

SECTION 7. In cases of suspension over fourteen (14) days, removal, reduction-in-grade or pay, or furlough for thirty (30) calendar days or less, an employee may choose the negotiated grievance procedure or the statutory appeal procedure, but not both.

SECTION 8. An employee shall be deemed to have exercised the option to raise the matter under the statutory or negotiated procedure at such time as he/she timely initiates an action under the applicable statutory procedures or timely files a grievance, in writing. The decision is irreversible and the employee, if he/she chooses to proceed, must proceed under the procedure selected first.

SECTION 9. For a grievance to be valid for processing under this Article, it shall be taken up by the appropriate representative of the labor organization with the Activity

within fifteen (15) workdays after the occurrence of the matter out of which the grievance arose. Grievances initiated after the fifteen (15) work days time limit shall not be presented nor considered at a later date except cases when the employee or complaining party could not reasonably have been aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases. In the cases of suspension of over 14 days, demotions, or removals, where the employee chooses to grieve the action rather than appeal to the Merit Systems Protection Board, the employee must initiate their grievance through this procedure within 30 calendar days from the effective date of the action.

SECTION 10. The Union and the Activity may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for the time necessary to present testimony. The parties shall upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or government policy, for the purpose of substantiating the contentions or claims of the parties.

SECTION 11. The Activity and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not: cast any reflection on his/her standing with his/her supervisor or on his/her loyalty and desirability to the organization, nor should the grievance be considered as reflection on the employee's supervisor.

SECTION 12. The following grievance procedure applies to all eligible employees of the Unit and the parties. Alternative Dispute Resolution (ADR) will be used first before filing grievances; or during the processing of the grievances or any time.

a. Step 1. An employee shall first take up his/her grievance through following the ADR process with his/her immediate supervisor within fifteen (15) workdays of the incident. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. One Union representative who shall be the appropriate steward may upon request represent the employee. The supervisor shall render a written decision as soon as possible, but not later than three (3) workdays. The Union and the Activity anticipate that most employee grievances will be settled at this

informal level. If Step 1 decision is not met within the time frame, the union can/will elevate the grievance to Step 2.

b. Step 2. If no satisfactory settlement is reached at Step 1 using ADR, and the employee elects to pursue his/her grievance formally, it must be in writing to the Deputy Program Director Information Technology and presented within thirty (30) calendar days of receipt of the Step 1 decision. The written grievance shall contain the details of the complaint, the specific provision of the agreement involved, and the corrective action desired by the employee. It must give the date of informal discussion, the date of informal decision, and identify the immediate supervisor. The Deputy Program Director Information Technology or his/her designated representative will meet with the employee, union representative and any witnesses within ten (10) workdays after receipt. A written decision will be given to the employee within five (5) working days of the meeting. If Step 2 decision is not met within the time frame, the union can/will elevate the grievance to Step 3.

c. Step 3. If satisfactory settlement has not been reached at the previous step, the Union shall within ten (10) workdays after the Step 2 decision submit it to the Program Director Information Technology for resolution. The Program Director Information Technology or his/her designated representative will meet with the employee and union representative within ten (10) workdays after receipt of the Union's request. The Program Director Information Technology or his/her designated representative, after considering all facts presented, will render a written decision within ten (10) workdays following the meeting.

SECTION 13. Written request for arbitration must be submitted to the Activity or Union within 20 calendar days of final grievance decision.

**ARTICLE 20  
HOLIDAYS and TIME OFF FOR RELIGIOUS PRACTICES**

SECTION 1. Federal holidays will normally be observed as non-work days. When a Federal holiday occurs on an employee's regularly scheduled non-work day the employee will observe the holiday on one of his or her other

scheduled workdays in accordance with current regulations.

SECTION 2. Employees who are required to work on a Federal holiday shall be compensated for such work in accordance with applicable laws and regulations.

SECTION 3. The intent of this section is to provide information to employees concerning the use of annual leave or compensatory time to cover absences from work for meeting a religious practice.

a) Religious practices include moral or ethical beliefs as to what is right or wrong and which are sincerely held with the strength of traditional religious views. For this reason, the religious practice in and of itself may not be challenged.

b) Employees may request annual leave or the opportunity to work compensatory time to cover the time off to practice their religious beliefs. If the employee does not have any compensatory time accrued, the request to accrue compensatory time should be made at least 6 months in advance.

c) Management will make every effort to approve leave or compensatory time for religious practices. Requested time off for religious practice may only be denied for operational exigencies.

**ARTICLE 21  
HOURS OF WORK**

SECTION 1. Except as provided, the basic workweek will normally consist of five eight-hour days. The regular hours of work for employees within the Unit shall be eight hours per day and forty hours per week. An alternate work schedule may be requested at the employee's discretion.

SECTION 2. The Activity agrees to assign employees within the Unit to the basic workweek to the maximum extent permitted by workload commitments, facilities, and space. The Activity will utilize qualified volunteers to the greatest extent practicable in selecting employees for assignment workweeks other than Monday through Friday.

SECTION 3. When a change in the regular work shift or basic workweek is required, and known by the Activity in advance of the administrative workweek during which the change occurs, the Activity agrees to notify the Union and affected employees of the unit in advance of the change. The Activity agrees to give, where possible, sufficient advance notice to affected employees before making such changes and make reasonable effort to effect shift changes on the first day of the affected employees' workweek. If such change in basic workweek is required, the Activity, upon request of the Union, will furnish the reasons in writing for the change.

SECTION 4. Adequate and reasonable time shall be allowed for the purpose of personal clean up and stowage of personal or Government-owned property. In the absence of compelling circumstances, no employees will be required to remain after his shift for the purpose of cleaning up his designated area or to stow Government-owned property.

SECTION 5. Employees not on a rotational schedule will be assigned to a shift based on those requirements necessary to carry out the mission of the Activity. The first right of refusal assignments to a rotational shift should be based on seniority.

SECTION 6. An employee may request to be reassigned to another shift on the basis of seniority by service computation date as soon as a vacancy in his classification becomes available.

SECTION 7. The Employer will consider modifying the tours of duty for employees enrolled in accredited institutions of higher learning on a non-interference basis with work requirements. The Employer will notify the individual employee in writing when a determination is made on his or her written request.

#### **ARTICLE 22 INCENTIVE AWARDS**

SECTION 1. The Incentive Awards Program will be administered under the provisions of the current Activity Instruction.

SECTION 2. The union will be provided a list of awards given by PMIT to include: names and amounts on an annual basis (30 September of each year).

#### **ARTICLE 23 LEAVE**

SECTION 1. The leave program will be administered under the provisions of law and the Activity's instruction.

SECTION 2. Local activity directives will be maintained to establish policies and procedures regarding leave.

SECTION 3. Where it is necessary to make up vacation schedules, supervisors shall normally do so in March or April of each year. Conflicts in choice vacation times which cannot be resolved by the employees involved shall be resolved by the supervisor in favor of the employee with the earliest service computation date. Reasonable efforts will be made to accommodate employees who desire leave for special occasions such as religious and other holidays, birthdays, and attendance at funerals.

SECTION 4. When leave has been requested and approved, it may be canceled for valid operational reasons requiring that the employee not take leave. When previously approved leave must be rescheduled, the employee will be advised of the reason for the change as soon as practicable. Every effort shall be made to accommodate the employee to reschedule his or her leave. Excess scheduled annual leave forfeited by employees due to exigencies of the service, illness, or administrative error will be restored in accordance with government-wide regulations.

SECTION 5. Unscheduled absences are disruptive and will be avoided to the maximum extent possible. When an unscheduled absence cannot be avoided, the employee will report the absence as soon as possible, but not later than two hours following the start of the tour of duty involved. Each work center shall establish and maintain on a current basis procedures for reporting unscheduled absences, which are simple, reasonable, and convenient, to the maximum extent practicable. Unscheduled absences shall be evaluated on a case-by-case basis and approval may be deferred until the employee returns to duty. Employees reporting they are too ill to work shall not be directed to report for duty.

SECTION 6. When advanced annual leave is approved, the maximum amount is the number of hours which will be accrued by the employee before the end of the leave year or for those employees serving under temporary appointments, that amount they will earn by the scheduled expiration date of their appointments.

**ARTICLE 24  
NEGOTIATIONS AND CONSULTATION**

SECTION 1. The Activity will provide the Union adequate notice and an opportunity to negotiate any change to an established personnel policy or practice affecting working conditions.

SECTION 2. Negotiations and consultation may be conducted for all matters contained in this Agreement. In this regard and throughout, the term "consultation," unlike negotiation, means the mutual exchange and consideration of views, but does not require agreement.

SECTION 3. Services of the Federal Mediation and Conciliation Service will be used prior to invoking impasse procedures. Such services may also be used, where mutually agreeable, prior to arbitration.

**ARTICLE 25  
OVERTIME AND DIFFERENTIAL PAY**

SECTION 1. Overtime, differential, hazardous, holiday premium pay, etc. shall be in accordance with laws and government-wide regulations.

SECTION 2. Overtime assignments to employees under a first level supervisor shall be made in a fair and equitable manner, as follows:

a. Except where the Union is provided specific notice otherwise, overtime work of a specific nature will be assigned to the employee's who normally perform that work during regular duty hours.

b. Overtime work of a general nature will be offered to those employees who normally perform those duties or functions. Volunteers may be rejected when, in the

determination of the supervisor, they are not qualified to perform it efficiently.

c. Supervisor shall maintain, on a calendar year basis, records of overtime worked. Employees with the least amount of overtime shall get first consideration as volunteers, and absent sufficient volunteers, first consideration for directed general overtime work. Employees who decline an overtime assignment will be charged the number of hours declined.

d. An employee will be relieved of an overtime assignment at his or her request when, in the determination of the supervisor, an acceptable substitute can be found or the work can be deferred to an alternative time.

SECTION 3. On call and standby overtime shall be paid in accordance with laws and government-wide regulations.

SECTION 4. The supervisor shall make reasonable efforts to schedule overtime assignments with sufficient advance notice to minimize disruption to an employee's personal life. Exceptions may occur due to unforeseen circumstances.

SECTION 5. Prior or projected leave usage shall not be a determining factor in overtime assignments. However, there is no obligation by the Activity to assign overtime to an employee who is not present on the date overtime assignments are made.

SECTION 6. During overtime assignments, which extend beyond the normal eight-hour day, affected employees so assigned shall be permitted to eat on the job while continuing to work.

**ARTICLE 26  
PARKING**

SECTION 1. Parking spaces for the exclusive use of the Union will be negotiated by separate agreement at the request of either party.

SECTION 2. Current parking arrangements for unit employees shall not be changed without negotiating, as required by law and this agreement.

**ARTICLE 27  
PAY**

SECTION 1. The issuance of an employee 's pay at a time other than normal payroll processing is considered a special t ay. Employees may request special pay to avoid compelling personal hardship. Requests will be honored in accordance with instructions of the servicing payroll agency.

SECTION 2. Electronic Funds Transfer (EFT) is the method of payment for salary and other payments. This is a condition of employment for new employees, those currently on EFT, and those accepting positions under the merit-staffing program.

**ARTICLE 28  
PERFORMANCE APPRAISALS**

SECTION 1. Performance appraisals will be in accordance with agency-wide and local activity directives. Local activity directives are subject to negotiation with the Union.

SECTION 2. Officers and stewards of the Union will be rated solely on the basis of how well they perform the duties and responsibilities of their officially assigned positions consistent with government regulations and case law of the Federal Labor Authority.

**ARTICLE 29  
PERSONNEL RECORDS**

SECTION 1. All official personnel records will be maintained in accordance with existing laws and regulations.

SECTION 2. Upon request, the employee and designated representative shall be permitted to review the employee 's official personnel folder.

SECTION 3. Upon request, and without charge, the employee will be entitled to one photocopy of any document contained in the employee 's personnel record.

**ARTICLE 30  
POSITION DESCRIPTIONS**

SECTION 1. Position descriptions for each employee will be maintained in accordance with applicable laws and instructions. The position description contains the employee's assigned duties which are regular, recurring, and of substantial importance to the position.

SECTION 2. All employees are entitled to a copy of their position description upon request.

SECTION 3. Any employee, who believes his or her assigned position description is in error, will consult the immediate supervisor before seeking Union intervention.

SECTION 4. The phrase "other duties as assigned" shall be construed to mean tasks that are related to the position and are of an incidental nature. This construction shall not be interpreted to limit the Activity's authority to assign work.

**ARTICLE 31  
PROMOTIONS AND MERIT STAFFING**

SECTION 1. Selection for promotion to a position within the Unit shall be from among the best qualified persons available without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, non-disqualifying physical handicap, marital status or other prohibited discriminatory factors.

SECTION 2. Except as permitted by law, sick leave and medical records will not be used for the purpose of rating candidates for promotional purposes.

SECTION 3. Interviews for positions within the unit and first level supervisory positions will be conducted during regular daily business hours and participating employees will be excused without charge to pay or leave.

SECTION 4. The Activity will post job announcements via the HRSC web system. Positions will be advertised and recruited either individually or through the "HRSC East Merit Promotion Vacancies".

SECTION 5. Non-selection for a position is not grievable under this agreement. However, upon request from the employee or the Union, the Activity will provide an explanation as to how the employee 's rating and ranking were determined.

**ARTICLE 32**  
**REDUCTION IN FORCE, REORGANIZATIONS, AND TRANSFERS OF**  
**FUNCTIONS**

SECTION 1. Where possible, the Union will be informed by the activity of any pending reduction in force, reorganization, or transfer of a function into or out of the activity at least 90 days in advance of the proposed implementation date.

**ARTICLE 33**  
**SAFETY**

SECTION 1. Employees shall not be required to work on or about moving machines or in areas where conditions that are unsafe or detrimental to health without being provided proper precautions, protective equipment, and safety devices. The employer will take the necessary precautions to ensure the equipment is operating safely. When - work, as determined by the employer, to be hazardous, the employer will take appropriate precautions to ensure their safety. Should an employee claim that a job to which they have been assigned is not safe or will endanger their health, their immediate supervisor, Safety, and the Union will also be informed and will be present to inspect the work site to ensure that it is safe before requiring the employee to carry out the work assignment. If any reasonable doubt regarding the safety of the job remains, the supervisor shall obtain advice from the Safety Coordinator before requiring the employee to proceed.

SECTION 2. The Activity will furnish personal protective equipment to employees when it determines that such equipment is necessary for the work to be done safely without charge or cost to the employee. With prior

permission, employees may be allowed to retain such equipment, if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.) and such is allowable under law and regulation.

SECTION 3. Employees will report all accidents immediately, as required by existing regulations. Supervisors will comply with the current regulations and instructions concerning reporting of accidents and providing medical service to employees.

SECTION 4. In case of an injury or sickness, an employee will not be required to perform work until an appropriate medical authority determines that the employee is physically fit for such duties. An employee may be assigned to another job temporarily if his or her injury or illness is of nature that incapacitates him from his regular job. An employee sent home or to a hospital will be furnished transportation by the Employer if in the opinion of the Employer' s medical official his or her condition precludes travel by private or public transportation.

SECTION 5. In the course of performing their regularly assigned work, Union representatives are to discourage unsafe practices and conditions and to encourage the practice of proper safety procedures. They are encouraged to report poor environmental conditions in their immediate area and to report industrial health hazards. If the safety question is not settled by the appropriate procedures to inform proper management channels, then a grievance may be issued to remedy the safety issue.

**ARTICLE 34**  
**SMOKING**

SECTION 1. There shall be no smoking of tobacco products inside any building owned or operated by the Activity.

SECTION 2. Where appropriate, the Activity will provide Designated Smoking Areas. The Activity agrees to provide shelter from inclement weather as close as possible to the work areas.

**ARTICLE 35  
TEMPORARY PROMOTIONS**

SECTION 1. Unit employees assigned to perform duties of an established higher-grade position will be temporarily promoted in accordance with appropriate regulations. Such promotions may begin upon assignment.

SECTION 2. For positions where a register is not established, or merit promotion procedures are not required by government regulations, qualified volunteers will be sought from all eligibles in a specific work area concerned for temporary promotions. Selection will be made from volunteers considered having an appropriate background required for performing the duties of the temporary promotion.

SECTION 3. Temporary promotions will not be used to give an employee a promotional advantage.

**ARTICLE 36  
TRAINING**

SECTION 1. The Activity shall make every reasonable effort to provide training identified on any individual development plan when such training is related to the employee's official job duties. In regard to training related to any individual development plan, the supervisor will provide necessary counseling and will schedule training.

SECTION 2. The Activity will pay approved job-related training expenses. Employees who are interested in pursuing courses of training or higher education at their own expense will not only be encouraged to do so, but they will be given full credit in personnel actions for relevant training and education.

SECTION 3. The labor-management partners will cooperate fully to allow full training for union stewards and other union positions.

SECTION 4. Where training is given exclusively to preparing an individual for promotion or where special training is required for promotion, the recipients shall be selected on a competitive basis in accordance with the Activity Merit Staffing Program.

SECTION 5. When newly graded positions requiring new techniques or abilities are established, the Activity will consider training interested qualified employees. The parties agree to stress to employees the need for self-development and training to increase efficiency and output.

**ARTICLE 37  
TRAVEL/TEMPORARY DUTY**

SECTION 1. Payment of per diem or actual expenses allowances, as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Joint Travel Regulations (JTR).

SECTION 2. To the maximum extent practicable, an employee shall not be required to travel during non-duty hours. Overtime for time spent traveling shall be in accordance with statute and government-wide regulations.

**ARTICLE 38  
PUBLICATION/DURATION OF THE AGREEMENT**

SECTION 1. After review and approval in its entirety by the Department of Defense, the Activity will provide a copy of the Agreement and any amendments to each Unit employee employed by the Activity as soon as possible. As part of initial indoctrination, new employees within the Unit will be provided a copy of this agreement and be advised of the exclusive recognition and written agreement relationship between the Union and the Activity.

SECTION 2. Any amendments to this Agreement as agreed upon by the Parties shall be promptly reproduced by the Activity and distributed to all employees within the Unit.

SECTION 3. By mutual agreement, the Parties may negotiate mid-term changes to this Agreement. These changes will be documented as Memorandums of Understanding and be entered into the next publication of this agreement.

SECTION 4. This agreement will expire on December 21, 2008. Renegotiations may begin as early as 120 days prior to the expiration date.

SECTION 5. After negotiations have been completed, the parties agree that execution of the agreement will be delayed for a one time 45 calendar day period to allow each party to conduct an independent review. The completed agreement will be forwarded to the Department of Defense for approval after execution.

**Appendix A**

'OFFICIAL TIME FOR UNION REPRESENTATIVE '

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_

Purpose:

- 02UNTN - Term negotiations of a collective bargaining agreement, including preparation time.
- 02UNMN - Midterm negotiations, including preparation time.
- 02UNCM - Representational functions in connection with labor-management committees, (CA Studies, EEO, PMAB, Food Services, etc.)
- 02UNFL - Official time spent in proceedings of the FLRA.
- 02UNGV - Representation of employees in grievance proceedings.
- 02UNTR - Travel time and cost incurred performing employee representational functions where such have been authorized or provided for by a negotiated agreement.
- 02UNWS - Discussing information of interest to employees, matters directly related to work situations.
- 02UNPD - Meeting with management to establish positions, new and revised policies of employer.
- 02UNAP - MSPB appeal procedures.
- 02UNEE - EEO complaint procedures.
- 02UNOR - Other (Explain)

Expected Duration: \_\_\_\_\_ Location/Destination: \_\_\_\_\_

Union Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNATURE PAGE

In witness thereof, the Parties hereto have executed this AGREEMENT on the 30<sup>th</sup> day of June 2006

FOR THE  
AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 53

FOR THE  
PROGRAM DIRECTOR  
INFORMATION TECHNOLOGY  
COMMANDER NAVY REGION  
MID ATLANTIC

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\_\_\_\_\_  
REDACTED  
PRESIDENT, AFGE LOCAL 53

\_\_\_\_\_  
PROGRAM DIRECTOR  
INFORMATION TECHNOLOGY

\_\_\_\_\_  
REDACTED  
Chief Steward  
AFGE Local 53

*Effective Date:*

DATE: 22 December 2005