

APPROVED WRITTEN AGREEMENT

Between the

NADEP Jacksonville

And

NFFE National Federation of Federal Employees

Local 1943

**Professional Employees of the Naval Aviation Depot and the
Weapons System Support Office**

1990

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PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 (public Law 95-454) regarding Federal Labor Management Relations (Title VII), hereinafter referred to as the STATUTE, the following articles of this basic agreement, together with any and all supplemental agreements and amendments which may be agreed to at later dates, constitute a total agreement by and between the Naval Aviation Depot, Naval Air Station, Jacksonville, FL., hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, Local 1943, hereinafter referred to as the UNION, for the employees in the unit described in Article I, hereinafter referred to as the EMPLOYEES.

This Agreement is entered into pursuant to the Certificate of Representation, dated 20 July 1979•

The Parties, recognize that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively and participate through labor organization 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 settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employees performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employees performance and the efficient accomplishment of the operations of the Government. Therefore, the Parties recognize the labor organizations and collective bargaining in the civil service are in the public interest.

The Parties further recognize the purpose of this agreement is to prescribe certain rights and obligations of the employees to the EMPLOYER, and to establish procedures which are designed to meet the special requirements and needs of the EMPLOYER. Such provisions should be interpreted in a manner consistent with the requirements of an effective and efficient EMPLOYER.

In recognition of the respective rights and obligations of the Parties, the UNION and the EMPLOYER, intending to be covered thereby, agree as follows:

DEFINITIONS

Joint Meeting: Meetings which are held between the UNION and the EMPLOYER for the purpose of communication and exchange of views with respect to the conditions of employment of EMPLOYEES.

Conditions of Employment: Means personnel policies, practices., and matters, whether established by rule, regulations, or otherwise, affecting working conditions of EMPLOYEES, except that the term does not include policies, practices, and matters relating to political activities prohibited under 5 USC 7321; relating to the classification of any position; or to the extent such matters are specifically provided for by Federal statute.

Workload Considerations : A decision by the EMPLOYER which is based upon manpower availability, skills availability, nature of the work being performed, and workload requirements.

Negotiation: The performance of the mutual obligation of the UNION and the EMPLOYER to meet at reasonable time to bargain in good faith on conditions of employment to the extent that such matters are negotiable with the view toward arriving at an agreement.

Grievance : Any complaint by an EMPLOYEE concerning any matter relating to the employment of the EMPLOYEE, by the UNION concerning any matter relating to the employment of any EMPLOYEE, or by any EMPLOYEE, UNION, or the EMPLOYER concerning -- (1) the effect or interpretation or a claim of breach of this Agreement or (2) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

ARTICLE 1 RECOGNITION AND UNIT DESIGNATION

Section 1. The EMPLOYER recognizes that the UNION is the exclusive representative of all EMPLOYEES in the unit described in Section 2 below.

Section 2. The unit to which this Agreement is applicable:

- a. Includes all professional employees of the Naval Aviation Depot and the Product Support Department located at Jacksonville , Florida, and
- b. Excludes all non-professional employees, employees engaged in personnel work in other than a purely clerical capacity, confidential employees, management officials, and supervisors as defined in the STATUTE.

ARTICLE 2 PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, the UNION, EMPLOYER and EMPLOYEES are subject to all applicable existing or future laws and the regulations of appropriate authorities of the Federal government, including but not restricted to those policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agency agreement at a higher agency level. This section of the Agreement shall also apply to all supplemental, implementing, subsidiary, or informal agreements between the EMPLOYER and the UNION.

ARTICLE 3 EMPLOYER RIGHTS

Section 1. The EMPLOYER retains the right and authority -

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the EMPLOYER'S Activity; and,
- b. In accordance with applicable laws -
 - (1) to hire, assign , direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which EMPLOYER operations shall be conducted
 - (3) with respect to filling positions, to make selection for appointment from -
 - (a) among properly ranked and certified candidates;
 - (b) or any other appropriate source; and
 - (4) to take whatever actions that may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating -

- a. At the election of the EMPLOYER, on the numbers, types, and the grades of EMPLOYEES or positions assigned to any organizational subdivision, work project, or tour of duty or on the technology, methods, -and means of performing work;
- b. Procedures which the EMPLOYER will observe in exercising any authority under this Article; or
- c. Appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under this Article by the EMPLOYER.

Section 3. The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the EMPLOYER and UNION.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. Each EMPLOYEE shall have the right to form, join , or assist any labor organization , or to refrain from any such activity, freely and without fear of penalty or reprisal, and each EMPLOYEE shall be protected in the exercise of such right. Except as otherwise provided in the ACT, such right includes the right -

- a. To act for the UNION in the capacity of a representative and the right, in that capacity, to present the views of the UNION to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- b. To engage in collective bargaining with respect to conditions of employment through UNION representatives chosen by EMPLOYEES.

Section 2. Nothing in this Agreement shall require an EMPLOYEE to become or to remain a member of the UNION, or to pay money to the UNION except pursuant to a voluntary written authorization for the payment of UNION dues through payroll deductions as set forth in Article 33 of this Agreement.

Section 3. Each EMPLOYEE has the right, regardless of UNION membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations and established policies and is not precluded from -

- a. Being represented by an attorney or other representative, other than the UNION of the EMPLOYEE'S own choosing in any grievance or appeal action; or
- b. Exercising grievance or appellate rights established by law, rule, or regulation; except in the case of a grievance or appeal procedures negotiated under the STATUTE.

Section 4. The UNION will accept all eligible EMPLOYEES as members without discrimination because of race, color, religion, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping conditions.

Section 5. The EMPLOYER will not discipline or otherwise discriminate against any EMPLOYEE because the EMPLOYEE filed a complaint or gave testimony under the STATUTE, the negotiated grievance procedure, or any other statutory procedure for resolving alleged wrongs to an EMPLOYEE.

Section b. The EMPLOYER shall take such action required by law or regulation to inform EMPLOYEES of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978 and this Agreement.

Section 7. An EMPLOYEE is accountable to the EMPLOYER only for the performance of duties which have been assigned to the EMPLOYEE by the EMPLOYER and in compliance with the standards of conduct for Federal EMPLOYEES. Within this context, the EMPLOYER affirms the right of an EMPLOYEE to conduct his or her private life as he or she deems fit; provided it does not interfere with or is not incompatible with the performance of the EMPLOYEE'S Government duties or may reasonably be expected to bring discredit on the Government or the EMPLOYER. EMPLOYEES shall not be required to report to their EMPLOYER on such activities, except as required by law or regulation of higher authority. The EMPLOYER will notify EMPLOYEES of the opportunity but will not coerce or in any manner require EMPLOYEES to invest their money or donate to charity.

Section 8. Consistent with the STATUTE, nothing in this Agreement shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by an EMPLOYEE if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the EMPLOYEE.

ARTICLE 5 UNION RIGHTS

Section 1. The EMPLOYER recognizes that the UNION has the exclusive right to represent all EMPLOYEES in the UNIT in negotiations and joint meetings with the EMPLOYER with regard to all matters affecting the EMPLOYEE'S conditions of employment, consistent with the terms Of this Agreement and the STATUTE.

Section 2. The UNION recognizes its responsibility of representing the interests of all EMPLOYEES within the UNION without discrimination and without regard to labor organization membership, consistent with this Agreement and the STATUTE.

Section 3. The right of UNION representation does not apply to informal discussions; however, 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 or their representatives concerning any grievance or any personnel policy or practices, or other general condition of employment. It is understood, however, that the right of the UNION to be present during such discussions shall be subject to necessary requirements with respect to security and confidentiality of information which is required of any employee with access to such information.

b. Any examination of an EMPLOYEE by a representative of the EMPLOYER 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 4. The UNION reserves the right to restrict its representation to members of the UNION under the following circumstances

a. Appeals before the Merit Systems Protection Board.

b. Appeals under the workmen's Compensation Act.

c. -Appeals under the worker's Unemployment Compensation Act.

d. Appeals to the Federal District or other appropriate courts.

e. All other litigation forums not covered by the negotiated grievance procedure contained in this Agreement.

It is understood that the EMPLOYER shall not authorize official duty time to UNION representatives for the purpose of such representatives participating in any of the above forums.

Section 5. Upon request the' EMPLOYER will provide the UNION Dames and duty addressee and duty phone numbers, if available, of Unit EMPLOYEES. Request for civilian personnel assigned to units which are sensitive, routinely deployable or stationed in foreign territories shall continue to be denied .

ARTICLE 6 CONSULTATION AND MID-TERM NEGOTIATIONS

Sect10D 1. The UNION and the EMPLOYER recognize that frequent or continuing changes to existing personnel policies, practices, and matters affecting working conditions of EMPLOYEES have a disruptive effect on EMPLOYEES' morale and productivity. However, the Parties also recognize that change must be made and new guidance issued in order to improve personnel management, EMPLOYEE morale and services, and meet mission requirements. In this regard both Parties have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest.

Section 2. Subjects appropriate for negotiations or discussions between the Parties are personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable law and regulations, including policies Set forth in the Federal Personnel Manual; published Department of Defense policies and regulations for which a compelling need exists under criteria established by the Federal Labor Relations Authority and which are issued by the Department of Defense or by the Department of the Navy; a national or other controlling agreement at a higher level in the Department of Defense; and the STATUTE. Negotiations or discussion of procedure which the EMPLOYER will observe in exercising any of the management rights and of the appropriate arrangements for EMPLOYEES adversely affected by the exercise of any of those rights, will also be handled in accordance with this Article.

Section 3. Prior to the EMPLOYER issuing new or changing existing personnel policies, practices or matters affecting working conditions of EMPLOYEES, the EMPLOYER will

provide the proposed changes in writing to the Union who will sign for receipt of the proposed change. Within 10 workdays after the Union's receipt of the EMPLOYER'S proposed changes, the UNION will either furnish the EMPLOYER its views and comments in writing concerning the matter and will identify any changes or additions which the UNION desires the EMPLOYER to consider and its reasons therefore, or submit a request to negotiate along with the UNION'S proposals concerning the matter.

a. In the event the UNION elects to provide written comments and views on the matter,, the EMPLOYER will respond in writing to the President within 10 workdays after the EMPLOYER'S receipt of the UNION"S views and comments and provide the UNION specific information with respect to the consideration accorded its suggestions and the effective date.

b. In the event the UNION indicates that it desires to negotiate the matter, representatives of the UNION will meet with the EMPLOYER to negotiate. Five days prior to the negotiations, the UNION will present its written proposals to the EMPLOYER.

If after good faith negotiations, the UNION and the EMPLOYER cannot reach mutual agreement, the EMPLOYER may implement not less than its final offer providing the UNION is given notice of at least five workdays. The UNION may choose to process the matter as an impasse utilizing the procedures set forth in the STATUTE. It is understood that the resolution of the impasse may result in a modification of the EMPLOYER'S implementation.

Section 4. Nothing in Section 3 above shall preclude the Parties from reaching agreement informally.

ARTICLE 7 UNION REPRESENTATION

Section 1. The EMPLOYER agrees to recognize -one Steward per District and one Chief Steward all of whom are designated by the UNION from among EMPLOYEEES. Districts are designated in accordance with Appendix A of this Agreement. Stewards authorized to represent EMPLOYEEES shall themselves be EMPLOYEEES within their respective Districts and their representational duties shall pertain only to matters which directly affect EMPLOYEEES within that District. The EMPLOYER agrees to recognize duly elected officers of the UNION (President, Vice President, Secretary; Treasurer) and authorized representatives of the NFFE National Office.

Section 2. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level official of the EMPLOYER and UNION official having responsibility and authority to act. The President shall serve as the EMPLOYER'S primary point of contact with respect to conducting labor-management business which pertains to this Agreement at the facility-wide level. The Chief Steward shall serve as the EMPLOYER'S primary contact at the department/office level with respect to conducting labor-management business at the department/office level with respect to conducting labor-management business at the department/office level.

Section 3. The UNION shall supply to the EMPLOYER and shall maintain with the EMPLOYER on a current basis a complete list, in writing, of all UNION officers and stewards together with the organizational area and location where each such steward has been authorized

to act for the UNION. Such a list may be posted by the UNION in the areas designated for the UNION'S use on unofficial bulletin boards.

Section 4. In the event the President, the Chief Steward, or a Steward is temporarily absent due to leave or TDY the UNION will designate an alternate in the following manner:

- a. For the President: Such Officer or Steward as designated in writing by the President.
- b. For the Chief Steward: Stewards permanently designated.
- c. For a Steward: A steward from another District.

In the event the position of Chief Steward or Steward becomes permanently vacant, an alternate as specified above Will serve as the UNION'S representative.

Section 5. The EMPLOYER agrees to authorize a reasonable amount of official time to the Chief Steward, Stewards and UNION officers, if EMPLOYEES, in accordance with the terms and conditions of this Agreement. Official time granted will be to the extent that such time falls Within the respective representative's normal tour of duty and shall be authorized for the following purposes

- a. To consult or negotiate with the EMPLOYER to the extent provided in this Agreement .
- b. To review and prepare comments and proposals to proposed changes to existing personnel policies, practices, and matters affecting working conditions of EMPLOYEES.
- c . To represent an EMPLOYEE or act as the UNION'S representative during the investigation, preparation, and presentation of a grievance or dispute in accordance with the procedures contained in Article 31, Negotiated Grievance Procedure, and Article 32, Arbitration.
- d. To serve on EMPLOYER Boards and Committees as authorized by this Agreement.
- e. To act as the UNION'S representative during a formal discussion.
- f. To be present at any examination of an EMPLOYEE by a representative of the EMPLOYER in connection with an investigation if the EMPLOYEE reasonably believes that the examination may result in disciplinary or adverse action against the EMPLOYEE and the EMPLOYEE requests representation.
- g. To prepare and participate in impasse and mediation proceedings and proceedings before the FLRA including negotiability appeals.
- h. As otherwise authorized by this Agreement.

The UNION agrees to guard against abuse of official time and further agrees that such time shall not be for the purpose of internal UNION business such as soliciting membership, dues collection, attending UNION meetings or posting and distribution of UNION literature.

Section 6. The Chief Steward, Stewards and UNION officers, if EMPLOYEES, when desiring to leave a work area for the purpose of conducting labor relations business authorized by the

Agreement, shall first obtain permission from their respective immediate supervisor and execute an authorization form prior to departing their respective work area. A sample of the authorization form is Appendix B of this Agreement. The supervisor will give prompt attention to the request and if the purpose for which the absence is requested is authorized by the terms of this Agreement, the individual will be released, unless the supervisor determines that a reasonable delay is necessary due to workload considerations in existence at the time of the request. If release is not authorized by the supervisor, the supervisor shall document on the form the reasons therefore and, in the case of a delay, the supervisor will inform the individual of the reasons therefore and when the individual may expect to be released. The representative will report to his supervisor when he is finished conducting business.

Section 7. In the event the Chief Steward or Steward desires to discuss a labor relations matter in accordance with the terms of this Agreement with an EMPLOYEE, the representative, after receiving permission from his supervisor, will normally make prior arrangements by telephone with the EMPLOYEE'S supervisor. The EMPLOYEE'S supervisor and the representative will mutually agree to the time and place of such discussion. Upon arrival at the EMPLOYEE'S work area, the representative will contact the EMPLOYEE 's supervisor.

Section 8. Subject to applicable security and safety regulations, the EMPLOYER will make arrangements for authorized UNION representatives who are not EMPLOYEES of the EMPLOYER to visit the EMPLOYER'S premises for the purpose of conducting labor relations business which is authorized in accordance with this Agreement. Visits by such representatives will be made only by prior appointment arranged by the Labor and Relations Director. When making the appointment, the UNION shall inform the EMPLOYER prior to the representative entering the base of the nature of the business and of the names of any EMPLOYEES or representatives of the EMPLOYER that the representative desires to meet .

Section 9. A Labor-Management Committee shall be established to permit representatives of the UNION and the EMPLOYER to meet and make recommendations to one another concerning the maintenance of effective business-like dealings between the UNION and the EMPLOYER with respect to administering this Agreement. The Committee shall be comprised of the following individuals:

For the UNION: President or Chief Steward and/or 2 other EMPLOYEES designated by the UNION

For the EMPLOYER: The Commanding Officer, or his designated representative and 2 representatives as determined by the EMPLOYER.

The Committee shall meet at the request of the UNION or the EMPLOYER on an as-needed basis and at a time which is mutually convenient providing a written request for such meeting is received by the other Party at least 10 workdays prior to the date of the proposed meeting. An agenda will be provided with the request and discussion will be limited to subject matter on the agenda unless the UNION and the EMPLOYER mutually agree otherwise. Grievances will not be discussed at these meetings. Except in emergency situations, this committee will meet no more than quarterly.

ARTICLE 8 WORKWEEK AND HOURS OF WORK

Section 1. The administrative workweek is a period of seven Consecutive days within which the basic workweeks scheduled. The basic workweek for full time EMPLOYEES will consist of 5 consecutive 8 hour days, excluding a thirty minute non-paid lunch period, scheduled Monday through Friday. EMPLOYEES may request, but not require, one of the three start times which are defined as

a. 0645 - 1515

b. 0700 - 1530

An EMPLOYEE must gain approval from his supervisor to change start times after one has been selected.

Section 2. A basic workweek other than Monday through Friday may be established for EMPLOYEES whose jobs are in support of routine service type functions such as the protection of property, security, health, the providing of necessary utilities, service watches, transportation functions, and the maintenance, repair or installation of plant facilities and equipment which cannot be performed without disruption to the production process during normal hours of production.

Section 3. The EMPLOYER agrees to advise the UNION of proposed changes in the basic workweek. Such notification shall occur prior to the EMPLOYER implementing such changes unless an emergency situation precludes such advance notice. In such circumstances the EMPLOYER shall advise the UNION as soon as practicable.

Section 4. If a change in days is required in an EMPLOYEE'S basic workweek, the EMPLOYER agrees that the affected EMPLOYEE(S) shall be notified prior to the administrative workweek affected by the changes unless circumstances beyond the control of the EMPLOYER preclude such notification. If this is the case, the EMPLOYER will provide as much advance notice as is practicable consistent with workload considerations.

Section 5. An EMPLOYEE whose personal religious beliefs require the absence from work during scheduled work periods may request, with the approval of the EMPLOYER, to work compensatory time to cover such absence from work. Approval of the EMPLOYER is dependent On such modifications in the work schedules not interfering with the efficient accomplishment of the EMPLOYER'S mission.

Section 6. EMPLOYEES whose rate of basic pay exceeds the maximum rate for GS-10 may be required to take compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. Such EMPLOYEES may request compensatory time in lieu of overtime pay. EMPLOYEES whose basic pay is equal to or less than the maximum rate of basic pay for GS-10 may request, but may not be required by the EMPLOYER, to receive compensatory time in lieu of overtime pay for irregular or occasional overtime worked.

Section 7. As far as practicable, through proper scheduling and administrative planning, the EMPLOYER must schedule the time to be spent by EMPLOYEES in a travel statue away from their official duty stations in such a way as to preclude the EMPLOYEES from being required to

travel during their non-duty time. The Parties recognize that not all events requiring travel by EMPLOYEES are under the administrative control of the EMPLOYER. When traveling within CONUS, the assignment Conditions in a travel order and availability of Transportation establish the time of beginning and completion of a travel status. Normally, official travel is not scheduled during unreasonable hours at night. First consideration will be given to scheduling travel to TDY site during working hours.

ARTICLE 9 OVERTIME

Section 1. Overtime will be paid or compensatory time will be granted in accordance with Article 8, Workweek and Hours of Work and applicable regulations.

Section 2. Workload considerations permitting overtime assignments will be rotated equitably among qualified EMPLOYEES. For the purpose of this section, overtime offered to EMPLOYEES, even if declined, will be considered as overtime worked.

Section 3. The EMPLOYER shall , upon request of an EMPLOYEE, relieve the EMPLOYEE from an overtime assignment if the assignment would result in an unreasonable hardship to the EMPLOYEE and provided there is another EMPLOYEE who is qualified to perform the work in a safe and efficient manner acceptable to the EMPLOYER.

Section 4. EMPLOYEES who are exempt from the Fair Labor Standards Act (FLSA) are entitled to overtime for travel outside of the regularly scheduled work hours for travel which meets the following criteria:

- a. The travel involves the performance of work while traveling,
- b. The travel is incident to travel that involves the performance of work while traveling,
- c. The travel is carried out under arduous conditions, or
- d. The travel results from an event which could not be scheduled or controlled administratively.

Section 5. In addition to the above criteria, EMPLOYEES who are nonexempt from FLSA, are entitled to overtime if the EMPLOYEE:

- a. Performs work while traveling (including travel as a driver of a vehicle),
- b. Travels as a passenger to a temporary duty station and returns during the same day, or
- c. Travels as a passenger on non-work days during hours which correspond to his/her regular working hours.

ARTICLE 10 ANNUAL LEAVE

Section 1. EMPLOYEES shall earn annual leave in accordance with applicable law and regulations.

Section 2. EMPLOYEES Will submit leave requests between 1 January and 1 April for the forthcoming leave year. For purposes of scheduling leave only, the leave year will be from 1 April to 31 March. If conflicting requests are submitted between 1 January and 1 April, leave

will be approved based on seniority. No more than three requests submitted prior to 1 April will be granted based on seniority. As soon as possible after 1 April, the EMPLOYER will schedule the leave and notify EMPLOYEES.

All other requests for leave will be considered on a first come basis.

Section 3. Consideration will be given to allowing EMPLOYEES to work during scheduled shutdown periods, if work is available, in lieu of requiring use of annual leave.

Section 4. It is understood that leave requests are dependent upon workload considerations.

ARTICLE 11 SICK LEAVE

Section 1. EMPLOYEES shall accrue sick leave in accordance with applicable laws and regulations.

Section 2. Sick leave if due and accrued, shall be granted to an EMPLOYEE if the EMPLOYEE is incapacitated for the performance of duties by sickness, injury, pregnancy, or confinement, or when a member of the immediate family of the EMPLOYEE is afflicted with a contagious disease and requires the attendance of the EMPLOYEE, or when, through exposure to a contagious disease, the presence of the EMPLOYEE would jeopardize the health of co-workers and others. "Contagious disease" means a disease which is ruled by the health authorities having jurisdiction as being subject to quarantine and requiring isolation of the patient or requiring restriction of movement by the patient for a specified period of time to avoid exposing other individuals to the disease.

Section 3. Sick leave to the extent due and accrued will be granted for medical, dental, or optical examinations or treatment. EMPLOYEES should make such appointments at hours that will result in the least disruption to their respective work schedule. Except for emergency, situations, requests for sick leave for such purposes shall be made at least five workdays in advance and time granted will not exceed that which is reasonably required for travel and examination or treatment. The EMPLOYER agrees to approve such requests to the extent permitted by workload considerations.

Section 4. Unless an EMPLOYEE has been provided a letter of requirement for possible sick leave abuse, EMPLOYEES shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave for three consecutive workdays or less. EMPLOYEES may be required to furnish a medical certificate for absences which exceed three consecutive workdays.

Section 5. If there is reason to believe the EMPLOYEE is abusing sick leave privileges, the EMPLOYEE will be notified in writing that future requests for sick leave must be supported by a medical certificate showing incapacitation for duty. This written notice will also explain fully why the EMPLOYEE is suspected of abusing sick leave. It is agreed that all such cases requiring a doctor's certificate for such absence shall be reviewed by the EMPLOYER after six months for the purpose of determining whether satisfactory improvement has been made or other appropriate actions should, be taken.

Section 6. EMPLOYEES Will Not be disciplined for approved use of earned or accrued sick leave.

ARTICLE 12 CIVIC RESPONSIBILITIES

Section 1. When an EMPLOYEE is under summons to serve on a jury, or to qualify for jury service or is subpoenaed as a witness, time lost from his work schedule will be charged to court leave, official duty time, annual leave, or LVOP as provided for in Appendix C.

Section 2. If an EMPLOYEE is called to perform the above civic duties, the EMPLOYEE shall promptly notify his immediate supervisor or other appropriate authority, in order that the arrangements may be made for him to serve .

Section 3. It is agreed that when an EMPLOYEE is excused from jury service or as a witness for one or more days or for a period of a day that would permit him, without undue hardship, to return to duty for as much as three hours during his normal workday, he will do so or request annual leave from his supervisor.

Section 4. To be granted court leave, an EMPLOYEE must submit to the EMPLOYER a true copy of the summons for jury service or the subpoena for witness service prior to the beginning date of such service . In addition, the EMPLOYEE will present to the EMPLOYER a signed jury service certification or other satisfactory evidence of the EMPLOYEE'S attendance at court which shows the date(s) the EMPLOYEE served as either a juror or witness. Such documentation, will be provided as soon as the EMPLOYEE completes his service and upon his return to duty.

Section 5. It is understood that an EMPLOYEE on court leave for jury or witness service in a Federal Court may not receive a fee . It is further understood that an EMPLOYEE on court leave to serve as a juror or witness in a State or Municipal Court will collect all fees and allowances due and immediately upon return to duty he will deliver this sum, less any appropriate amount paid to reimburse him for personal expenses incurred in performing such service, to the Personnel Support Activity in the form of cash, check or money order made payable to the EMPLOYER'S financial agent, together with the certificate of service addressed in Section 4 above.

Section 6. An EMPLOYEE who is on court leave, official duty, or annual leave provided for in Appendix C shall be paid at his basic rate of pay plus any differential or overtime pay to which he is entitled.

Section 7. Insofar as practicable without interfering seriously with operations, EMPLOYEES scheduled to work on a day a Federal, State, County or Municipal election is held, who are eligible to vote in such election, shall be granted the minimum hours necessary to provide three hours time either immediately after the polls open or before they close, which ever requires the lesser amount of time. Under exceptional circumstances, additional time may be granted but not to exceed a full day. EMPLOYEES off duty for three hours or more while the polls are open shall not be granted excused leave.

Section 8. Unit EMPLOYEES who volunteer to donate blood to the EMPLOYER approved Bloodmobile located on the premises, shall be provided excused absence for the purpose of reporting directly to the Bloodmobile and returning immediately back to work after release by Bloodmobile officials. The EMPLOYEE shall return completed form, Appendix D, to the supervisor upon his/her return to duty. In the event, an employee becomes incapacitated for duty

as a result of the donation, the employee will be granted due and accrued sick leave in accordance with the provisions contained in Article 15 of this Agreement.

ARTICLE 13 ADMINISTRATIVE LEAVE

Section 1. This section applies to all EMPLOYEES except those whose appointment is limited to 90 days or less who have not been continuously employed for a period of 90 days under one or more appointments without a break in service. When EMPLOYEE'S services are not needed for short periods of time because of conditions which cannot reasonably be foreseen by the EMPLOYER such as power or equipment failure, lack of material, weather conditions, transportation strikes, "Acts of God," etc., the EMPLOYER may direct the use of annual leave subject to the following conditions

- a. In cases of interrupted or suspended operations due to unforeseen conditions, EMPLOYEES who cannot be assigned to other work will be required to use annual leave when 24 hours advance notice can be given.
- b. When such situations develop too late to give 24 hours advance notice, EMPLOYEES who cannot be assigned to other work will be required to use annual leave only if notice can be given before the end of their shift immediately preceding the one in which they are to be placed on leave. Such involuntary use of leave may not exceed five days in any leave year.
- c. In such situations when neither 24 hours notice nor notice before the end of the immediately preceding shift is possible, EMPLOYEES who cannot be assigned to other work shall be granted administrative leave. However, such administrative leave shall not exceed three workdays in any one instance.
- d. In the situations outlined in a. and b. above, EMPLOYEES may request the use of LWOP in lieu of annual leave.

ARTICLE 14 SAFETY AND HEALTH

Section 1. The EMPLOYER will continue an effective occupational safety and health program meeting the requirements of the regulations of higher authority. 'these regulations are available through the Occupational Safety and Health (OSH) Office. UNION officials involved in activities or representation pursuant to this Article shall be considered to be on official time.

Section 2. The UNION will designate one member to serve on the facility's Shop Safety Committee. The Shop Safety Committee will perform normal and customary functions including discovering the existence of potential hazards, eliciting suggestions for corrective action and relaying safety information. The Shop Safety Committee shall meet at regularly scheduled intervals and compile minutes of the meeting.

Section 3. There shall, as currently established, be a safety zone inspection of all areas occupied by the EMPLOYEES. The EMPLOYER agrees to provide the UNION with a copy of all the discrepancy _reports from such inspections which pertain to areas occupied by EMPLOYEES. The EMPLOYER agrees to notify the UNION of any "lost time" accidents which involve EMPLOYEES.

Section 4. Health and Safety Policies:

a. The EMPLOYER will provide safe and sanitary working conditions and equipment in consonance with standards promulgated under appropriate rules and regulations. The EMPLOYER shall post and keep posted a notice or notices informing employees of the protections and obligations provided in the NAVOSH Program.

b. The EMPLOYER will provide suitable personnel protective clothing, equipment and safety devices for EMPLOYEES engaged in activities requiring same in consonance with standards promulgated under NAVOSH.

c . The EMPLOYER agrees to make reasonable effort, consistent with the availability of funds and EMPLOYERS right to determine priorities in the allocation of resources, to furnish adequate work space, lights, heat, ventilation, wash up facilities, toilet facilities and potable drinking water.

d. Both the EMPLOYER and the UNION shall require that EMPLOYEES work safely and to report any unsafe or unhealthy conditions to the EMPLOYEE'S immediate supervisor. Stewards and other representative of the UNION, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards.

e. When an EMPLOYEE feels that he or she is subject to conditions to serve that even a short-term exposure to such conditions would be detrimental to health or safety, he or she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area to insure that it is safe before requiring the EMPLOYEE to carry out the work assignment. When immediate relief is not deemed necessary or possible, the supervisor shall give the rationale for the decision to the EMPLOYEE. If any doubt regarding the safety of existing conditions is raised

by either the EMPLOYEE or supervisor, the entire matter will be immediately referred to the appropriate OSH official before proceeding.

Section 5. EMPLOYEES shall report to their supervisor immediately all work-associated injuries or occupational illnesses which occur on the job, no matter how slight.

a. The Compensation Office will, as soon as possible, explain to the EMPLOYEE his rights and options under the Federal Employees' Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and insure that the forms are properly completed. The injured EMPLOYEE shall be supplied with a copy of the completed forms if requested.

b. The Consolidated Civilian Personnel Office shall process and promptly forward to OWCP the EMPLOYEE and EMPLOYER documentation required when an EMPLOYEE sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

c. EMPLOYEES who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, will insofar as practicable, work requirements permitting, be detailed to work assignments compatible with their physical condition, or their regular assigned duties will be temporarily tailored to the physical limitations.

Section 6. In accordance with applicable rules and regulations, the EMPLOYER will maintain an Occupational Health Services and Preventive Medicine Program. EMPLOYEE'S time spent for examinations, immunizations, consultation, etc., pursuant to the program shall be considered as official duty time. Current features of the program include the following services provided at no expense to EMPLOYEES

a. Immunizations, as directed by the Naval Hospital or higher authority determined to be necessary to safeguard the health of EMPLOYEES in the conduct of official business.

b. A comprehensive sight and hearing conservation program.

c. As determined by the Naval Hospital or higher authority, periodic examinations of EMPLOYEES whose duties expose them to physical contaminants from potentially hazardous physical and chemical agents such as radiation, excessive noise, or toxic chemicals.

d. Prompt medical treatment and facilities for EMPLOYEES who are injured or become ill on the job.

e. Transportation for EMPLOYEES who become ill or are injured on the job subject to the following:

(1) Normally transportation would not be provided if it is reasonably evident that the EMPLOYEE'S illness or injury is not serious, and private or public transportation is suitable.

(2) Ambulance service shall be available for emergency conditions. No injured or sick EMPLOYEE shall remain unattended while being transferred to a hospital.

(3) Competent medical authority shall determine whether the involved EMPLOYEE will be transported to a Federal hospital, a non-Federal hospital or, at the EMPLOYEE'S request, to his residence.

Section 7. Although EMPLOYEES are basically qualified to perform their duties, the EMPLOYER recognizes the need for specific training and update-training regarding occupational health and safety to assure EMPLOYEE safety and a minimum loss of duty time due to preventable injuries. Supervisors shall instruct EMPLOYEES in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all EMPLOYEES.

Section 8. The EMPLOYER agrees to create an environment that supports abstinence and discourages use of tobacco products, creates a healthy working environment, and provides smokers with encouragement to stop smoking. The objective is to establish appropriate environmental protective measures to ensure a safe, healthy, unpolluted working environment.

ARTICLE 15 PROMOTION

Section 1. All personnel actions involving career progression shall be made in consonance with the spirit and intent of the merit system and the Department of the Navy Merit Promotion Policy. The EMPLOYER agrees to apply fair, equitable, and consistent practices in carrying out the merit promotion procedures. This Article constitutes the procedures for filling a vacant unit position through merit promotion. It is understood, however, that the EMPLOYER reserves the right and may elect to fill such vacancies by other methods including but not limited to such methods as re-promotion, reinstatement, reassignment, transfer, appointment, and career promotion under approved training and career development programs. The EMPLOYER agrees to give due regard to Article 20, Equal Employment Opportunity, in all personnel actions involving merit promotion.

Section 2. The EMPLOYER agrees to keep Merit Promotion opportunity announcements open for at least five workdays to ensure that all EMPLOYEES have an equal opportunity to participate in the merit promotion program. The announcements shall be posted on all official bulletin boards. Each EMPLOYEE is personally responsible for filing applications on a timely basis. However, delayed applications may be accepted from EMPLOYEES on approved leave or official travel during the entire period the vacancy is announced provided a certificate for selection has been issued. To submit a delayed application, an EMPLOYEE must notify the appropriate staffing specialist of his intention to file an application and file the application within 5 workdays of the date the EMPLOYEE returned to the facility. The UNION shall be furnished a copy of all Merit Promotion announcements concerning EMPLOYEES of this unit.

Section 3. When a position is announced under the provisions of the Merit Promotion Program it shall be fully identified as to grade, title, organization of the position and it will be noted if the position is to be filled on a temporary basis. If a position is announced as temporary, and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent. Temporary appointments may be made from open continuous announcements.

Section 4. All EMPLOYEES have the right to submit the required forms and applications to be considered for promotional opportunities. However, it is understood that no credit will be allowed for experience gained other than that which is officially a matter of record on the required forms or application at the time the announcement closes or in the case of "Open Continuous" announcements, the cut-off date for rating applications. Omission of information on the part of an EMPLOYEE prior to the time applications are initially rated or updated will not be a basis for a grievance.

Section 5. . Competitive procedures of the Merit Promotion Program must be applied to the following actions:

a. Assignment to a position at a higher grade level or a position with greater promotion potential than that held or previously held by the EMPLOYEE (except as permitted by Section 7 of the Article or by RIF regulations).

b. Reinstatement to a permanent or temporary position at a higher grade than the last grade held under a non-temporary appointment in the competitive service.

Section 6. An EMPLOYEE Who is a candidate for a particular unit position is entitled, upon request to a personnel specialist, to the following information

a. Whether the EMPLOYEE Was found to be ineligible or eligible for the Position. Upon request, the EMPLOYEE will be provided a written justification of his ineligible rating.

b. If a formal rating occurred, the rating element titles used, the point values attained on each element and the official score obtained .

c. Whether the EMPLOYEE was one of those in the group from which the selection was made.

d. Who was selected for promotion, and e. In what areas, if any, the EMPLOYEE should improve to increase chances of future promotion.

Section 7. An EMPLOYEE may be non-competitively re-promoted to a level no higher than that from which demoted when the demotion was through no fault of his own (did not involve conduct or performance reasons).

Section 8. It is recognized that the EMPLOYER reserves the right to fill unit positions by methods other than recruiting applicants through merit promotion announcements. When such methods are used, the Union may submit a written request to the Consolidated Civilian Personnel Office to determine the method by which the unit position was filled. A response will be made within five workdays of receipt of the request.

ARTICLE 16 DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an EMPLOYEE to a different position or set of duties for a specified period of time. Upon expiration, the EMPLOYEE will return to his regular position. A detail may be made to duties at the same, higher or lower grade level.

Section 2. Details will be consonant with this Article, applicable regulations and the Merit Promotion program.

Section 3; Details to a higher grade position for a period greater than 30 days will be documented in the EMPLOYEE'S Official Personnel Folder. No documentation is required for other types of details which are for 120 or fewer days. Details, regardless of grade, for 121 days or more will be recorded in the EMPLOYEE'S Official Personnel Folder.

Section 4. An EMPLOYEE who has been detailed to a higher grade position or a supervisory position for periods of time of one workweek to 30 days and has accumulated more than 30 days in a 12 month period, may request the detail be documented in the EMPLOYEE'S Official Personnel Folder. The detail will be documented by SF-52

Section 5. The following time frames will apply in detailing of EMPLOYEES:

- a. Details, regardless of grade level, may be made in increments of 120 days and may be extended up to a maximum of one year.
- b. Details to unclassified duties may be extended beyond 120 days up to a maximum of one year.

Section 6. A temporary promotion is the assignment of an EMPLOYEE to higher level duties for which he is compensated. An EMPLOYEE selected for a temporary promotion must meet the same qualifications and eligibility requirements that would apply in making a permanent promotion to the position involved. Temporary promotions may be made non-competitively if the EMPLOYEE has not served in either a detail(s) to higher graded position(s) or on other temporary promotions during the preceding 12 months which cumulatively exceed 120 days. All temporary promotions which will exceed 120 days (or the total time will exceed 120 days) must be made competitively.

ARTICLE 17 POSITION DESCRIPTION

Section 1. Each EMPLOYEE is entitled to a complete and accurate position description, which shall be reviewed as requested by the EMPLOYEE. It is recognized, however, that a position description does not of and by itself determine the assignment of duties to an EMPLOYEE, but rather describes duties and responsibilities for the purpose of pay and classification.

Section 2. Whenever action is taken to modify the position description of any position in the unit which would result in a downgrade, the position description will be submitted to the UNION prior to implementing the action. If an EMPLOYEE is reduced-in-grade as a result of a reclassification of his position, this action will be governed by Article 18, Reduction-in-Force or Article 27, Adverse Actions, as appropriate. A downgraded EMPLOYEE who is entitled to retained grade and retained pay shall be afforded such rights.

Section 3. An EMPLOYEE who feels that his position is improperly described or classified shall have the right to request through his supervisor that his position be reviewed. In the event the supervisor cannot explain the basis for the classification or the description to the satisfaction of the EMPLOYEE, a Wage and Classification Specialist from the Consolidated Civilian Personnel Office shall be requested by the supervisor to assist him in an audit of the position and/or to explain the basis for the assigned classification or description. During such discussions the EMPLOYEE may be accompanied by his Steward. If the matter is still unresolved, the EMPLOYEE may grieve the accuracy of his position description through the Negotiated Grievance Procedure.

Section 4. An EMPLOYEE (or his designated representative) may appeal the classification of a position at any time that he believes that the title, grade or series are incorrect. An appeal within the Navy is made via the Commanding Officer to the appropriate office in the Department of the Navy or may be made directly to OPM.

ARTICLE 18 REDUCTION IN FORCE

Section 1. The EMPLOYER agrees to notify the UNION of a pending reduction-in-force when such action will adversely affect one or more EMPLOYEES. For purpose of the Article the term "adversely affect" means that the EMPLOYEE(S) will be separated or demoted as a result of the reduction-in-force. Upon such notification the UNION may make its views and recommendations known to the EMPLOYER concerning the implementation of the reduction-in-force.

Section 2. The EMPLOYER agrees to consider taking such actions which would preclude or minimize adverse effects of a reduction-in-force on EMPLOYEES. Such actions would include utilizing existing vacant unit positions to the extent practicable to place adversely affected EMPLOYEES in continuing positions providing the affected EMPLOYEE is fully qualified, in accordance with Office of Personnel Management qualification standards, to be placed in the position.

Section 3. Any career or career-conditional EMPLOYEE who is separated because of reduction-in-force will be placed on the reemployment priority list, and such EMPLOYEE will be given preference for rehiring in temporary and permanent positions for which qualified. It is understood that the acceptance of a temporary appointment will not alter the EMPLOYEE'S right to be offered permanent employment .

Section 4. The order in which EMPLOYEES will be affected by reduction-in-force will be in accordance with OPM regulations. The order of rehiring of EMPLOYEES affected by reduction-in-force will be in accordance with applicable law and the DOD Priority Placement Program.

Section 5. when an EMPLOYEE receives a reduction-in-force notice, the EMPLOYEE will be permitted upon request, to review the retention register upon which his name appears and to review other registers listing EMPLOYEES who either may be entitled to displace him, or whom he may be entitled to displace. Upon written authorization by the EMPLOYEE involved, the EMPLOYEE may have a representative of the UNION or another representative of his own choosing assist him in the review.

Section 6. If an' EMPLOYEE elects to take a demotion in lieu of separation in a reduction-in-force action, the EMPLOYEE must be qualified to perform the duties of the lower graded position.

ARTICLE 19 CONTRACTING OUT

Section 1. The EMPLOYER has the right to make determinations with respect to contracting out in accordance with applicable laws. The EMPLOYER shall notify the UNION in advance of all contracting out actions which will directly impact Unit EMPLOYEES. The EMPLOYER recognizes the obligation to negotiate the procedures which management will observe in implementing its decision and appropriate arrangements for adversely affected employees.

Section 2. The Union will be provided specific notice of impending cost comparison studies when bargaining unit EMPLOYEES may be directly impacted . The notification will include identification of commercial activities, the anticipated Dumber of EMPLOYEES to be affected, and the schedule of actual review.

Section 3. After bid opening, the Union is entitled, upon request, to documentation supporting the initial cost comparison decision. This documentation shall include the in-house cost estimate, -detailed supporting data, the completed cost comparison form, and the name of the winning contractor.

ARTICLE 20 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1. The EMPLOYER and the UNION mutually agree that each has a positive and distinct role in carrying out the concepts of equal employment opportunity and affirmative action guidelines. Accordingly, the Parties jointly affirm that EMPLOYEES shall not be discriminated against because of race, color, religion , sex, national origin or age. The EMPLOYER and the UNION agree to encourage all EMPLOYEES to take advantage of self-improvement opportunities to enhance their potential for promotion and job security.

Section 2. The EMPLOYER will continue its EEO Advisory Committee . This committee will monitor and evaluate the effectiveness of the activity's EEO program and make recommendations for improvements in the program. The EMPLOYER will appoint one member to this committee from among three EMPLOYEES Dominated by the UNION. The UNION nominees shall meet the same qualifications required of other members of the Committee.

Section 3. Recognition as appropriate will continue to be provided to EMPLOYEES who demonstrate superior accomplishments in EEO.

Section 4. The Union may represent an EMPLOYEE who has filed a discrimination complaint under the provisions of 29 CFR Part 1613. An EMPLOYEE may file a complaint of discrimination under the provisions of 29 CFR Part 1613 or under the provisions of the negotiated grievance procedure. BUT NOT BOTH. An EMPLOYEE is deemed to have made a selection when the employee has filed formally with the employer.

Section 5. EEO Complainants and their representatives, when desiring to leave a work area for the purpose of counseling or filing a complaint, shall first obtain permission from their respective immediate supervisor.

ARTICLE 21 CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1. The EMPLOYER and the UNION jointly fully support the principle of - a drug free workplace. To assist in meeting this objective,, the EMPLOYER'S Civilian Employee Assistance Program (CEAP) is designed to provide assistance to civilian EMPLOYEES whose alcohol abuse, drug dependence, medical, emotional, financial, or interpersonal problems are causing job performance deterioration or deficiencies.

Section 2. It is the EMPLOYER'S policy that alcohol and drug dependency are to be recognized and managed as treatable health problems, where job performance or conduct are impaired as a direct consequence. To this end, the EMPLOYER will identify and discuss the unacceptable or deteriorating work performance with the EMPLOYEE. In addition, the EMPLOYER shall notify the CEAP Program Coordinator of the situation .

Section 3. Sick leave or leave without pay for alcohol or drug abuse treatment or rehabilitation will be granted by the EMPLOYER on the same basis as any other illness or health problems.

Section 4. The UNION and the EMPLOYER strongly encourage Employees who suspect that they may have an alcohol or substance abuse problem or a personal problem which is affecting their work performance or conduct, to discuss the matter with a UNION or EMPLOYER representative, or a CEAP Counselor. Such an EMPLOYEE will not have job security or promotional opportunities jeopardized by making a request for referral and assistance except as limited by laws relating to sensitive positions.

Section 5. The EMPLOYER agrees to authorize official time and include UNION Representatives in local training sessions which are arranged by the EMPLOYER for the purpose of imparting information with respect to the CEAP program.

Section 6. It is agreed and understood that trafficking in drugs is misconduct which may subject the Employee to removal from further employment with the EMPLOYER.

ARTICLE 22 TRAINING

Section 1. Although it is expected that EMPLOYEES are basically qualified to perform their duties as a prerequisite to employment, the Parties recognize the possible need for additional training to assure maximum efficiency of EMPLOYEES it the performance of their official duties. The EMPLOYER agrees to make a reasonable effort to provide training to EMPLOYEES when the EMPLOYER determines that such training is necessary.

Section 2. EMPLOYEES, upon request, will be provided information by the EMPLOYER concerning existing training and self-development opportunities which are reasonably available and horn the EMPLOYEE may apply for such training or self-development.

Section 3. The EMPLOYER agrees to record training accomplishments in the EMPLOYEE'S Official Personnel Folder. This does not relieve the EMPLOYEE of the individual responsibility to keep his personnel folder current and complete to fully reflect total employment experience, training and education. The UNION agrees to encourage EMPLOYEES to review their personnel folders to assure that training is accurately recorded.

Section 4. The EMPLOYER will extend consideration for the full reimbursement of tuition incurred by an EMPLOYEE for the accomplishment of work-related correspondence courses and after hours school or college courses only upon satisfactory completion of the course. A grade of "C" or better will be the basic criteria to determine satisfactory completion. The Training Director, Consolidated Civilian Personnel Office, will resolve questions of work-relatedness.

Section 5. If available, the EMPLOYER agrees to allow EMPLOYEES enrolled in approved training courses to use desk calculators, typewriters, drawing boards and drafting equipment on the EMPLOYER'S premises at mutually agreeable times during the EMPLOYEE'S non-duty hours. Consumable supplies will be provided by the EMPLOYEE. Such use is subject to the EMPLOYER'S security requirement and workload considerations.

Section 6. On Do more than a semi-annual basis the President of the UNION may submit to the appropriate Department Director written suggestions concerning training needs of the EMPLOYEES. The written presentation may be followed up with an oral presentation by the UNION President or his designated representative to the appropriate department training coordinator.

ARTICLE 23 ORIENTATION OF NEW EMPLOYEES

Section 1. All new EMPLOYEES will be informed by the EMPLOYER that the UNION is the exclusive representative of EMPLOYEES in the UNIT. The EMPLOYER shall provide a copy of this agreement to all new EMPLOYEES.

Section 2. The UNION will be permitted, to address EMPLOYEES at their initial orientation session given by the Naval Aviation Depot. The presentation will be limited to 15 minutes and restricted to the UNION'S representational rights.

ARTICLE 24 UNION-SPONSORED LABOR-RELATIONS TRAINING

Section 1. The UNION may request and the EMPLOYER will, subject to workload considerations, approve up to 56 hours administrative leave within a 12 month period to permit UNION officers and Stewards to attend UNION sponsored training, provided such individuals are EMPLOYEES of the EMPLOYER and the following conditions are met:

- a. Normally not more than eight hours of such leave will be provided to any single individual, annually.
- b. The training provided is within the scope of the STATUTE, of mutual concern to the UNION and EMPLOYER, and is not connected in any way with the internal business of the UNION.
- c. The EMPLOYER'S in to rest will be served by the EMPLOYEE'S attendance.
- d. At least two weeks prior to the start of the training, the UNION will submit a written request to the EMPLOYER'S point of contact requesting that EMPLOYEES named in the request be granted excused absence for the purpose of attending a UNION sponsored training course which meets the conditions specified above. The request will specify the duration of the training and, if possible, will include an agenda. This information must be received by the EMPLOYER to justify approval of the use of official time for the absences. The UNION agrees to adhere to the

total number and names of EMPLOYEES contained on the request. In the event a situation develops which is outside the control of the UNION which necessitates that the UNION name a substitute, substitution will be made on a one-for-one basis. At least five workdays prior to the date of the training, the EMPLOYER agrees to notify the UNION in the event an EMPLOYEE cannot be excused to attend the training and the reasons therefore. The UNION may submit a substitute at this time.

ARTICLE 25 USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The EMPLOYER will provide a four drawer legal size file cabinet at the facility for exclusive use of the UNION.

Section 2. Copies of this Agreement will be furnished to all current EMPLOYEES and to new EMPLOYEES after entrance on duty. Ten copies will be furnished to the UNION. The cost of printing this Agreement shall be borne by the EMPLOYER.

Section 3. Upon request, no more than quarterly, the EMPLOYER will furnish the UNION with an up-to-date list of all EMPLOYEES showing name and position title, series and grade.

Section 4. The EMPLOYER agrees to have available for inspection by the UNION and EMPLOYEES the Federal Personnel Manual, and Navy Civilian Personnel Instructions and regulations of the Merit System Protection Board. The EMPLOYER will provide the UNION with one copy of current and future instructions of the EMPLOYER which pertain to civilian personnel policy and other matters affecting the working conditions of EMPLOYEES. The updating and filing of such reference material by the UNION is considered to be internal UNION business.

Section 5. The EMPLOYER agrees that posting of UNION literature or material will be permitted under the following conditions:

- a. Posting. On unofficial bulletin boards designated by mutual agreement, an area of 200 square inches per board will be set aside for the exclusive use of the UNION for the display of UNION literature and material. Material for temporary placement on such bulletin boards shall contain a reasonable date for removal, normally 20 to 30 workdays, after which time the UNION agrees to remove such material. All posting shall be accomplished by EMPLOYEES in a non-duty status.
- b. The UNION will be considered wholly responsible for the contents of all literature posted by its authorized representative. Material posted shall not violate any law, applicable regulation, this Agreement, security of the Facility or contain libelous material. All literature posted must contain nothing that would imply the material or literature has been sponsored or endorsed by the EMPLOYER.
- c. Violations of this Article may subject the UNION to a charge by the EMPLOYER for the purpose of revoking the UNION'S right to post material on the EMPLOYER'S premises. Disposition of such a charge shall be accomplished through the Grievance Procedure.

ARTICLE 26 DISCIPLINARY ACTIONS

Section 1. Disciplinary actions are defined as letters of reprimand documented in the Official Personnel Folder and suspensions of 14 days or less. (Suspensions of more than 14 days, removals, reductions in grade or pay, and furloughs of 30 days or less are adverse actions.) Disciplinary actions shall be taken for just cause and be consistent with applicable laws and regulations. This Article does not cover disciplinary actions taken for reasons of National Security or actions initiated by the Special Counsel.

a. Disciplinary action shall be taken only for such just cause as will promote the efficiency of the service. It is recognized that even off duty misconduct may subject an EMPLOYEE to disciplinary action. Such actions are grievable under the provisions of the Negotiated Grievance Procedure. It is further recognized that discipline is the responsibility of the EMPLOYER and when it is determined by the EMPLOYER that disciplinary action is necessary, in order that such action be corrective in nature to the maximum extent possible and affords the employee due process: the action must be taken in a timely manner.

b. The EMPLOYEE is entitled, upon his request, to have UNION representation, if the EMPLOYEE reasonably believes that the investigation may result in disciplinary action. If the EMPLOYEE requests such representation, no further questioning will take place until his Steward is present.

Section 2. An EMPLOYEE against whom a suspension for 14 days or less is proposed is entitled to:

a. An advance written notice stating the specific reasons for the proposed action in sufficient detail for the EMPLOYEE to reply to the reasons.

b. At least 10 calendar days following the date of receipt of the written proposal to reply to the reasons orally as well as in writing and to furnish documentary evidence and affidavits to support the reply.

c. The right to be represented by the Union.

d. The right to review all material relied on to support the reasons for the proposed action and to be advised in the proposal letter, of the location where those materials may be reviewed.

Section 3. The decision on a proposed suspension will be given within 20 calendar days following receipt of the EMPLOYEE'S reply, if any, to the charges contained in the proposed notice. Should the decision not be issued within 20 calendar days, the EMPLOYEE will be advised of the reasons for the delay. If the event an unfavorable final decision is issued, the EMPLOYEE shall be advised of his right to grieve the decision under the negotiated grievance procedure.

Section 4. The EMPLOYER agrees to provide an extra copy of a notice of proposed disciplinary action to an EMPLOYEE for the purpose of providing the UNION a copy if the EMPLOYEE so desires.

Section 5. An EMPLOYEE and the representative, if an EMPLOYEE, who are it) a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the

EMPLOYER in proposing a disciplinary action and for the purpose of preparing and submitting an oral and written response, if applicable.

ARTICLE 27 ADVERSE ACTION

Section 1. An adverse action is defined as a removal, suspension for more than 14 days, reduction in grade or pay, or a furlough of 30 days or less. Adverse actions shall only be taken for just cause and be consistent with applicable laws and regulations. This Article does not cover a suspension or removal for reason of National Security, a reduction-in-force action, a reduction in grade or removal based on unacceptable performance, an action initiated by the Special Counsel with respect to prohibited personnel practices or actions taken against temporary and probationary employees.

Section 2. The EMPLOYEE is entitled, upon his request, to have UNION representation, if the EMPLOYEE reasonably believes that the investigation may result in adverse action. If the EMPLOYEE requests such representation, no further questioning will take place until his Steward is present.

Section 3. An EMPLOYEE against whom an adverse action is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action in sufficient detail for the EMPLOYEE to reply to the reasons.
- b. At least 15 calendar days following the date of receipt of the written proposal to reply to the reasons orally, as well as in writing and to furnish documentary evidence and affidavits to support the reply.
- c. With respect to the proposed action, the right to be represented by the Union.
- d. The right to review all material relied on to support the reasons for the proposed action and to be advised in the proposal letter of the location where those materials may be reviewed.

Section 4. The decision on a proposed action will be given within 20 calendar days following receipt of the EMPLOYEE'S reply, if any, to the charges contained in the proposed notice. Should the decision not be issued within 20 calendar days, the EMPLOYEE will be advised of the reasons for the delay.

Section 5. The EMPLOYER agrees to provide an extra copy of a notice of proposed adverse action to an EMPLOYEE for the purpose of providing the UNION a copy if the EMPLOYEE so desires.

Section 6. An EMPLOYEE and the representative, if an EMPLOYEE, who are in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the EMPLOYER in proposing an adverse action and for the purpose of preparing and submitting an oral and written response, if applicable.

Section 7. Adverse actions may be grieved under the provisions of this negotiated Agreement or appealed to the Merit Systems Protection Board (MSPB) but not both. The final decision regarding an adverse action shall advise the EMPLOYEE(S) of his/her right to grieve or appeal

the action , and the procedures to be followed in filing an appeal or grievance his/her right to representation, and the time limit for submission of the appeal. Such notice shall be delivered to the EMPLOYEE on or before the effective date of the action provided the EMPLOYEE is otherwise in a duty status.

ARTICLE 28 UNACCEPTABLE PERFORMANCE

Section 1. It is the Department of the Navy's policy to require its civilian employees to perform at an acceptable level. EMPLOYEES who continue to have unacceptable performance may be reduced in grade or removed only after they have been informed of their unacceptable performance and have had an opportunity to demonstrate acceptable performance. Unacceptable performance is defined as performance which fails to meet marginal performance standards in one or more critical elements of his assigned position.

Section 2. AD EMPLOYEE whose performance has been deemed unacceptable shall be given a reasonable period of time to demonstrate required improvement. During this demonstration period, the EMPLOYEE shall be permitted an opportunity to perform the critical element in which the deficiency existed.

Section 3. If the EMPLOYEE fails to bring his performance to an acceptable level during the demonstration period, the EMPLOYEE shall be given a 30 calendar day advance written notice of any proposed action. The advance notice must identify the specific instances of unacceptable performance by the EMPLOYEE on which the proposed action is based, and the critical elements of the EMPLOYEE'S position involved in each instance of unacceptable performance.

Section 4. The decision to retain, reduce in grade, or remove an EMPLOYEE shall be made within 30 calendar days after the date of expiration of the notice period. A decision to reduce in grade or remove from employment may be based only on those instances of unacceptable performance by the EMPLOYEE which occurred during the one year period ending on the date of the proposed notice.

ARTICLE 29 NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The EMPLOYER and the UNION recognize the importance of settling grievances promptly, fairly, and -in an orderly manner that will maintain the self-respect of the grievant and be consistent with the principles of good management. To accomplish this objective, reasonable effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 2. A grievance means any complaint -

a. By any EMPLOYEE concerning any matter relating to the employment of any EMPLOYEE;

b. By the UNION concerning any matter relating to the employment of any EMPLOYEE; or

c. By any EMPLOYEE, the UNION, or the EMPLOYER concerning -

(1) The effect or interpretation, or a claim of breach, of this agreement ; or

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

d. Except that it shall not include to the extent prohibited by law a grievance concerning -

(1) Any claimed violation relating to prohibited political activities;

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

(3) A suspension or removal for national security reasons;

(4) Any examination, certification or appointment;

(5) The classification of any position which does not result in the reduction in grade or pay of as EMPLOYEE;

(6) A reduction-in-force action;

(7) Non-selection from among a group of properly ranked and certified candidates; and

(8) An oral reprimand.

Section 3. An EMPLOYEE who has been removed or reduced in grade for unacceptable performance, or who has been subject to an adverse action, may at the EMPLOYEE'S option, appeal the matter to the Merit Systems Protection Board or file a grievance under this procedure, but not both. For the purposes of this Section, an EMPLOYEE shall be deemed to have exercised the right of appeal/grievance by the written submission of such notice.

Section 4. Any EMPLOYEE grievance not taken up under Section 5 with the EMPLOYEE'S immediate supervisor or under Section 6 with a staffing specialist from the Employment Division of the Consolidated Civilian Personnel Office within 15 calendar days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date except where the EMPLOYEE could not reasonably have been aware of being aggrieved. In that case the grievance must be presented within 15 calendar days of the EMPLOYEE becoming aware of the matter.

Section 5. The following are the procedures established for the resolution of grievances except as specified in Sections 6 and 8:

a. Step 1. The grievance shall first be taken up orally or in writing by the grievant with the immediate supervisor. If the grievant elects to be represented by the UNION, the Steward designated for the grievant's work area shall present the grievance. If there is no Steward available in the grievant's work area, the President of the UNION shall designate a Steward from another area to present the grievance. If there are no Stewards available in any work area, the President or his designee shall present the grievance. Nothing contained herein shall deny the UNION the right to have a Steward present, as a non-participant, if the EMPLOYEE elects not to be represented by the UNION. A decision will be given to the grievant within seven workdays after the meeting with the EMPLOYEE and Steward. The immediate supervisor will respond in the same manner, orally or in writing, as the grievance was presented. In cases of grievances dealing with disciplinary or adverse actions, the EMPLOYEE will begin with the next level of supervision above that which took the action, except if the Department Director or the head of the activity took the action. In those cases, the EMPLOYEE will begin the procedure at Step 2 or Step 3 respectively.

b. Step 2. If the UNION or the grievant is dissatisfied with the decision given at Step 1 and elects to pursue the grievance, the grievance will be reduced to writing by the aggrieved and initiated in accordance with the following steps

(1) Within five workdays after receipt of the decision at Step 1, the grievance shall be presented to the Department Director. The grievance shall be submitted on the grievance form (Appendix C) provided by the EMPLOYER.

(2) The completed form will contain a description of the specific matter which caused the grievance, the specific provision of the agreement involved, the corrective action desired by the EMPLOYEE, and other relevant details. The completed form will also give the date of the Step 1 decision and identify the immediate supervisor.

(3) The Department Director, after reviewing the grievance and obtaining such information, advice and assistance as desired, will meet with the EMPLOYEE and a representative designated by the UNION President. This meeting will be held within five workdays of receipt of the grievance. A written decision will be sent to the EMPLOYEE within 10 workdays of this meeting.

c. Step 3. If no satisfactory settlement is reached at Step 2 and the UNION or the grievant elects to pursue the grievance, the grievance form contained in Appendix B shall be completed and submitted to the Commanding Officer within five workdays of the decision at Step 2. In addition to the specifics required in Step 2, the grievance shall specify why the answer at Step 2 was unsatisfactory. The Commanding Officer or his designated representatives, after reviewing the grievance and obtaining such information, advice and assistance as desired, will meet with the EMPLOYEE and the UNION President or his designee within 10 workdays after receipt of the grievance. This meeting will be an attempt to reach satisfactory settlement. Within 15 workdays after the meeting, a final decision will be sent to the EMPLOYEE.

Section 6. The following procedures apply to grievances which protest Numerical ratings or ratings of ineligibility assigned through the Merit Staffing process for both unit and non-unit positions of the EMPLOYER:

a. Step 1. An EMPLOYEE shall take up his grievance orally with a staffing specialist from the Employment Division . In this oral discussion, the EMPLOYEE may be accompanied by the

authorized Steward. The staffing specialist will discuss the basis of the rating with the EMPLOYEE and make adjustments, if warranted. The staffing specialist will give his answer orally or in writing at the meeting or within seven workdays of the meeting. If the answer is given in writing a copy will be sent to the Steward.

b. Step 2. If no satisfactory settlement is reached at Step 1 and the EMPLOYEE elects to pursue his grievance, the grievance shall be submitted in writing on the grievance form contained in Appendix C. The form must be submitted to the Employment Director within five workdays after receiving the answer from the staffing specialist at Step 1. The written grievance shall contain the basis of the complaint and the corrective action desired. It must give the date of the Step 1 decision and identify the staffing specialist. The Employment Director will investigate the grievance, obtaining such information, advice and assistance as desired. If deemed necessary by the Employment Director to further explore the issues, the Employment Director will meet with the EMPLOYEE and a representative designated by the UNION President. A written decision will be given to the grievant within 10 workdays of receipt of the grievance.

c. Step 3. Will be the same as c. Step 3 in Section 5.

Section 7. All deadlines may be extended by mutual agreement of the EMPLOYER and the UNION. Failure of the EMPLOYER to meet the deadlines at any step in the grievance procedure shall enable the grievant to proceed to the next step in the procedure. Failure of the UNION and/or the EMPLOYEE to observe the deadlines at any step in the grievance procedure shall constitute a basis for termination of the grievance by -the EMPLOYER.

Section 8. A grievance which concerns a general dispute over the interpretation and application of this agreement may be initiated by the UNION or the EMPLOYER in accordance with this Section. Such grievances shall be filed within 15 calendar days of the incident which gave rise to the matter or within 15 calendar days of the date of becoming aware of the matter . The grievance must be forwarded in writing to the President of the UNION or the Commanding Officer, as appropriate. The grievance must clearly specify the Article(s) and Section(s) of the agreement which are in contention and the corrective action desired. After receipt of the grievance by the responding party, representatives of both Parties shall meet to discuss the grievance within 10 workdays. A written decision will be rendered no later than 10 workdays following the conclusion of the meeting. The decision rendered by either the UNION or the EMPLOYER shall specify that it is the final position concerning the matter. If the grieving party is not satisfied with the decision rendered, they may elect to submit the matter to arbitration. Failure of the responding party to answer in a timely fashion shall allow the other to proceed to arbitration without further delay.

Section 9. EMPLOYEES who desire to utilize the procedure contained herein must be represented by the UNION unless they do not desire such representation, in which case the following conditions apply:

- a. The EMPLOYEE must represent himself.
- b. The adjustment of the grievance may not be inconsistent with the terms of this agreement.
- c. The UNION is given the opportunity to be present during the adjustment of the grievance, including all discussions held between the EMPLOYEE and the EMPLOYER in connection with attempted- resolution of the grievance and the UNION is provided a copy of the written decision if one is made .

Section 10. If an EMPLOYEE does not desire representation by the UNION the EMPLOYEE must so state in writing to the supervisor or staffing specialist he meets with prior to the Step 1 discussion. After the first step decision, if the EMPLOYEE decides UNION representation is now desirable he must designate this election in writing prior to the Step 2 discussion. When an EMPLOYEE does not desire UNION representation, the UNION representative designated at each of the Steps in Section 5 shall serve as representative of the UNION rather than in the capacity of the Employee's representative.

Section 11. The Union shall be entitled to designate a representative to act in lieu of a shop steward or other Union officer at the formal stage of the grievance procedure. Such designation shall be made in writing to the Commanding Officer of his designee.

The representative shall observe all applicable rules and regulations of the command. Entrance to the EMPLOYER'S facilities shall be subject to applicable security regulations.

ARTICLE 30 ARBITRATION

Section 1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the UNION either as grievant or as representative of the EMPLOYEE, or the EMPLOYER may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the UNION President or authorized EMPLOYER representative and submitted within 15 workdays following receipt of the decision by the aggrieved party. The phrase "not satisfactory" for purpose of this contract means that the requested corrective action was not granted.

Section 2. The Party invoking arbitration will, within the same time limits, request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators and the responding party will join the request. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The Parties shall meet within 10 workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the EMPLOYER and the UNION will each-strike one arbitrator's name from the list of seven and shall repeat this procedure until only one name remains. The remaining name shall be the duly selected arbitrator. A flip of the coin shall determine who shall strike the first name. When the selected arbitrator is contacted, he shall be furnished a copy of the contract. The Party requesting arbitration may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 3. The fees and expenses of the Arbitrator shall be borne equally by the UNION and the EMPLOYER, provided that such travel expenses and per diem (exclusive of his fee) do not exceed the maximum authorized by the applicable regulations. It is further agreed that the UNION and the EMPLOYER shall share equally the expense of an official transcript if mutually requested by both parties. The EMPLOYER agrees to provide the space for the proceedings. If either party withdraws from arbitration less than 15 calendar days in advance of the hearing, the withdrawing party shall bear the full cost of any charges by the Arbitrator or recording service.

Section 4. ARBITRATION PROCESS:

a. The process to be utilized by the arbitrator may be one of the following

(1) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data,

documentation, etc., are jointly submitted to the arbitrator along with the parties' briefs. The arbitrator will be requested to render a decision based upon the facts presented .

(2) A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue . In this case, a formal hearing is convened and conducted by the arbitrator. A hearing does not preclude a stipulation of certain facts prior to the hearing.

b. The arbitration hearing shall be held on the EMPLOYER'S premises during the regular day-shift work hours of the basic workweek. An EMPLOYEE serving as the grievant's representative, the aggrieved EMPLOYEE and EMPLOYEE witnesses who are otherwise in a

duty status shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave, or any other benefit. Witnesses shall be excused from duty only to the extent that they are required to furnish testimony after which time they will be expected to leave the proceedings and return to work if they still have time remaining in their scheduled shift. EMPLOYEE participants on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the days) of the hearing on which they are involved.

Section 5. The arbitrator, in order to fulfill the responsibility to arbitrate, must render a decision and remedy to the EMPLOYER and the UNION as quickly as possible but in any event no later than 30 days after the conclusion of the hearing or receipt of post-hearing briefs unless the parties otherwise agree. The arbitrator's award will include a definitive basis for his decision.

Section 6. The arbitrator's decision shall be final and binding and the remedy shall be effected in its entirety unless an exception has been filed in accordance with Section 8 of this Article.

Section 7. The arbitrator shall have the authority to resolve any question of arbitrability concerning the terms of this agreement. In arbitrating a grievance, the arbitrator shall have Do authority to add to or subtract from or modify any terms of this agreement, law, rule, regulation, or agency policy.

Section 8. Either party may file exceptions to the award with the Federal Labor Relations Authority in accordance with procedures established by the Authority. If no exception is filed, the arbitrator's decision and remedy shall be effected as soon as practicable.

ARTICLE 31 VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The EMPLOYER agrees that payroll deductions for the payment of UNION dues shall be made from the pay of EMPLOYEES who voluntarily request such dues deduction, and who are members in good standing of the UNION. The dues deductions will be in accordance with the procedure outlined in the following sections.

Section Z. The EMPLOYER agrees to deduct UNION dues from the pay of EMPLOYEES who voluntarily authorize such deduction each pay period provided the following conditions, have been met

a. The EMPLOYEE'S net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deduction shall be made when the EMPLOYEE'S pay is not sufficient to cover the full allotment or when the EMPLOYEE is in a non-pay status for the entire pay period.

b. The EMPLOYEE has voluntarily authorized such deduction on Standard Form 1187 by completing and signing the authorization.

c. The Treasurer of the UNION or other authorized official designated by the UNION has properly completed and signed the Standard Form 1187 on behalf of the UNION.

d. The completed Standard Form 1187 has been received by the Civilian Payroll Branch via the Labor Relations Division, Consolidated Civilian Personnel Department to assure that the applicant is an EMPLOYEE.

Section 3. The UNION agrees to educate its members concerning the payroll deduction program, its voluntary nature and uses and the availability of the required forms.

Section 4. The UNION shall purchase and be responsible for the distribution of Standard Form 1187 during non-duty hours and shall certify on the form the current amount of the EMPLOYEE'S regular UNION dues to be deducted each biweekly pay period.

Section 5. Deduction of UNION dues by payroll allotment shall begin with the first pay period which occurs after receipt of a properly executed Standard Form 1187 by the Civilian Payroll Branch. The form must be received by the Branch not later than the Friday preceding the beginning date of the pay period during which the initial deduction is to be made.

Section 6. The amount of UNION dues to be deducted each biweekly pay period on behalf of the UNION shall remain as originally certified to on such allotment forms until a change in the amount of such deduction is certified to by the Treasurer of the UNION and such certification of change is duly transmitted to the Civilian Payroll Branch.

Section 7. Any such change in the amount of an EMPLOYEE'S regular UNION dues with a resultant change in the amount of the allotment of such EMPLOYEE'S biweekly pay period shall become effective with the allotment made on the first pay period after receipt of the notice of change by the Civilian Payroll Branch or a later date, if requested by the UNION. Change in the amount of any UNION dues shall not be made more frequently than twice each 12 months.

Section .8. An EMPLOYEE'S voluntary allotment for the payment of UNION dues shall be terminated the start of the first pay period following the pay period in which any of the following occur:

- a. This agreement concerning dues deductions ceases to be applicable to the EMPLOYEE; or
- b. The EMPLOYEE is suspended or expelled from the UNION.

Section 9. An EMPLOYEE who has authorized withholding 'of UNION dues may at any time, request revocation of such authorization by completing and submitting Standard Form 1188 which is furnished by the Consolidated Civilian Personnel Office upon request by the EMPLOYEE. The EMPLOYEE will certify on the Standard Form 1188 that he has read the Privacy Act Notice which pertains to the form. Upon receipt by the Civilian Payroll Branch of a properly executed Standard Form 1188, the EMPLOYEE'S dues allotment will cease effective with the first full pay period following the anniversary date of the enrollment. The Civilian Payroll Branch upon receipt of such a revocation properly executed, shall furnish a copy of the Standard Form 1188 to the Treasurer of the UNION.

Section 10. The EMPLOYER will transmit within five workdays after each biweekly pay day, the following to the Treasurer of the UNION:

- a. A listing which shall identify the UNION by Name, and Local Number, along with the name of each EMPLOYEE having dues deduction, the -amount of the allotment deducted, and the check number of each EMPLOYEE. The listing will also include the total monetary amount of all such allotment deductions made for such EMPLOYEES and the total number of such allotment deductions.
- b. A check drawn on the Treasury of the United States and made payable to the UNION in the amount equal to the grand total of all such monetary allotment deductions made during the applicable biweekly pay period.

Section 11. The EMPLOYER shall provide the UNION with a copy of all Standard Form 1188's submitted by EMPLOYEES.

ARTICLE 32 CONDITIONS OF EMPLOYMENT & TQM

Section 1. The EMPLOYER is committed to improving productivity and enhancing quality of the work product and quality of work life through the total quality management (TQM) concept.

Section 2. Consistent with the provisions of this Article, the EMPLOYER may conduct surveys of Unit EMPLOYEES.

- a. The Union President shall be notified in advance of any surveys concerning conditions of employment.
- b. The UNION President shall be fully informed of the results of any such survey.
- c. Implementation of any changes in policies or practices resulting from such surveys shall be made in accordance with this Agreement.

Section 3. The UNION and the EMPLOYER recognize and endorse the 14 points of the TQM process that have been identified in Appendix D to improve productivity.

Section 4. The UNION shall be entitled to representation on Boards and Committees if the committee or board actions may directly impact on conditions of employment of EMPLOYEES, and internal management policies are not being discussed at such meetings.

ARTICLE 33 TRAVEL

Section 1. It is understood and agreed that Employees may be required and are expected to perform temporary duty travel in order to accomplish the mission assigned to the EMPLOYER. For purposes of this Article, temporary duty travel occurs when an Employee is sent to the EMPLOYER to conduct official business for the EMPLOYER at a site away from the Employee's permanent duty station.

Section 2. It is understood that the following language is incorporated by reference into the Agreement:

- a. All provisions of law and government regulations including all the provisions of the Federal Travel Regulations and
- b. All provisions of the Joint Travel Regulations (JTR) Volume II which are not inconsistent with the specific provisions of applicable law. It is understood that prior to locally implementing changes required as a result of a revision to JTR Volume II by appropriate higher authority, the EMPLOYER will advise the Union prior to implementing such change (s) in accordance with the provisions outlined in Article 3 of this Agreement.

Section 3. Travel assignments shall be rotated among qualified Employees within an organizational element to the extent permitted by workload considerations.

Section 4'. Accurate records of travel assignments will be maintained by the EMPLOYER and will be made available for review upon request, by EMPLOYEES and/or Representatives.

ARTICLE 34 DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect for three years from the date of approval by the Secretary of the Navy, Washington, DC. At such time it is determined by appropriate authority that the UNION is no longer entitled to exclusive recognition for the Unit, this Agreement shall be terminated. At any time during the duration of this contract and upon mutual agreement of both parties, negotiations may be entered into for the purpose of modification or change.

Section 2. In the event either the UNION or the EMPLOYER desires to renegotiate this Agreement, the Party so desiring shall notify the other Party in writing no more than 90 calendar days nor less than 60 calendar days prior to the termination date of the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved. If neither Party notifies the other of the desire to renegotiate, the Agreement will automatically be renewed for three years. However, each renewal must be brought into conformance with existing published policies and regulations of

the Department of Defense, Secretary of the Navy, regulations of other appropriate authorities and applicable laws.

Section 3. If either Party provides notice to renegotiate this Agreement in accordance with Section 2 of this Article, the Parties agree to commence negotiations including ground rules, within 30 workdays after receipt of this notice. There shall be no preconditions to meeting and conferring. The EMPLOYER will

authorize official time for EMPLOYEE representative for those hours in negotiations, during which time the EMPLOYEE would otherwise be in a duty status, for the number of EMPLOYEE representatives that is equal to the number of EMPLOYER representatives negotiating the Agreement.

Section 4. The parties agree that no provisions or terms of this Agreement may be amended, modified, altered, or waived except by a written document executed by authorized representatives of the Parties. Such document is subject to approval by Secretary of the Navy, Washington, DC.

ARTICLE 35 UNFAIR LABOR PRACTICE CHARGES

Section 1. while it is recognized that either the UNION or the EMPLOYER may file an unfair labor practice charge, it is the desire of each party that every reasonable attempt shall be made so far as possible, to informally resolve any issues which may prompt either party to file such a charge.

Section 2. Either the UNION or the EMPLOYER when having cause to file an unfair labor practice charge, shall first notify the other party in writing and provide the issue(s) involved and the resolution which is Sought. The respondent upon receipt of such written notice, shall appoint a representative to meet with the other party within 15 calendar days after the respondent's receipt of the written notification. The issue (s) at hand shall be frankly and candidly discussed and a diligent attempt will be made by the UNION and the EMPLOYER to informally resolve the matter. If resolution is reached, the mutually acceptable resolution shall be reduced to writing and signed by the UNION and the EMPLOYER. No further action concerning the matter will be pursued by either the EMPLOYER or the UNION.

Section 3. If a satisfactory mutual resolution cannot be reached concerning the issue(s) at hand, either the UNION or the EMPLOYER may proceed to formally file an unfair labor practice charge utilizing the procedures established by the Federal Labor Relations Authority and the STATUTE.

APPENDIX A
STEWARD LIST

District	Codes
1	320
2	330
3	340
4	350
5	360
6	370
7	660 220 01

APPENDIX B

UNION REQUEST FOR OFFICIAL TIME (UNION -NFFE)

APPROVAL (IS) (IS NOT) GIVEN FOR NFFE REPRESENTATIVE TO LEAVE HIS REGULAR DUTIES TO TRANSACT APPROPRIATE BUSINESS. IF DISAPPROVED CITE WORKLOAD CONSIDERATIONS ON REVERSE SIDE

REPRESENTATIVE'S SIGNATURE TITLE

SUPERVISOR'S SIGNATURE

DESIGNATION: DIV. BLDG. EST. TIME TIME

LEFT TIME RETURNED TIME USED

CHECK OR COMPLETE AS REQUIRED TO INDICATE NATURE OF BUSINESS

- a. To consult/negotiate with EMPLOYER
- b. To enter into joint meetings with EMPLOYER
- c. To represent a UNIT employee or act as UNION'S representative during presentation of a grievance
- d. To investigate and assist in the preparation of a grievance.
- e. To represent in a formal discussion.
- f. To represent in an investigation.
- g. As otherwise authorized by this Agreement.

WHEN COMPLETED SUPERVISOR FORWARDS TO DIVISION DIRECTOR

Appendix C

Employee Absences for Court or Court Related Services

Nature of Service	Type of Absence			Fees			Government Travel Expenses	
	Court Leave	Official Duty	Annual Leave or LWOP	No	Yes			
					Retain	Turn in to Agency		
I JURY SERVICE A- US or DC court	X			X			X	
II WITNESS SVC A- On behalf of US or DC Government								
B- On behalf of state or local government 1- In official capacity								
2- Not in official capacity	X					X	X	
C- On behalf of private party 1- In official capacity		X				X		X
2- Not in official capacity a- when a party is US, DC or State Government								
b- when a party is not US, DC or State or Local Government								

APPENDIX D

FOURTEEN POINTS OF TQM PROCESSES

1. CREATE CONSTANCY OF PURPOSE OF IMPROVEMENT OF PRODUCTS AND, SERVICES
2. ADOPT THE NEW PHILOSOPHY
3. CEASE' DEPENDENCE ON' INSPECTION· TO' ACHIEVE-QUALITY.'
4. END THE PRACTICE OF LOOKING AT PRICE TAG ALONE, LOOK FOR OTHER EVIDENCE'OF QUALITY.
5. FIND PROBLEMS
6. INSTITUTE TRAINING ON THE JOB.
7. INSTITUTE METHODS OF SUPERVISION
8. DRIVE OUT FEAR
9. BREAK DOWN BARRIERS BETWEEN STAFF AREAS
10. ELIMINATE SLOGANS AND TARGETS WITHOUT METHODS TO OBTAIN THESE LEVELS.
11. ELIMINATE NUMERICAL QUOTAS AND NUMERICAL GOALS
12. REMOVE BARRIERS THAT ROB PEOPLE OF PRIDE OF WORKMANSHIP
13. INSTITUTE A VIGOROUS PROGRAM OF EDUCATION AND SELF IMPROVEMENT.
14. PUT EVERYBODY IN THE ORGANIZATION TO WORK TO ACCOMPLISH THE TRANSFORMATION.

In witness whereof the parties hereto have executed this Agreement on this 19th day of October 1990.

For the Union:

President, NFFE Local 194

Chief Spokesman

Member

For the Employer:

Captain, USN
Commanding Officer

Chief Spokesman

Member

Member

APPROVED by the Secretary of the Navy on 16 November 1990 to be effective 16 November 1990.