

# FINAL APPROVED AGREEMENT



between

COMMANDING OFFICER  
PROGRAM MANAGEMENT OFFICE STRATEGIC SYSTEMS  
PROGRAMS (PMOSSP), SHIPBOARD SYSTEMS (SPS),  
PITTSFIELD, MASSACHUSETTS

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE),  
LOCAL 3830

Effective 13 JAN 2015

Effective date of Agreement 18 Dec 2014

THIS AGREEMENT WAS APPROVED BY THE SECRETARY OF THE NAVY ON JANUARY  
13, 2015.

## **PREAMBLE**

It is the finding of Congress that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving the conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performances and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Pursuant to the provisions set forth in Title V, Federal Service Labor-Management Relations Statute or hereinafter referred to as the Civil Service Reform Act (CSRA) or "Statute". Chapter 71 of Title 5, U.S. Code This preamble and the following articles constitute an agreement by and between the Program Management Office, Strategic Systems Programs (PMOSSP), Shipboard Systems (SPS) Pittsfield, Massachusetts, hereinafter referred to as "employer" and the Local 3830, American Federation of Government Employees (AFL-CIO), hereinafter referred to as the "Union". It is the intent of the parties that the provisions of this agreement and the statute will be interpreted in a manner consistent with the requirement for an effective and efficient government.

In keeping with the above, the parties to this agreement in recognition of their responsibilities will actively support effective and efficient work operations of PMOSSP with a common agreement that attainment of this goal is necessary in order to provide maximum opportunities for continuing employment.

The parties agree to advocate partnership to the fullest extent. Parties will actively promote effectiveness and efficiency to ensure timely completion of operations and increase productivity, mutual respect and recognition of the employee's value, foster teamwork, promote required attendance, improve quality, and maintain safe working conditions and habits. The parties further agree to work toward a common understanding among supervisors, managers, and union representatives of this agreement.

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# ARTICLE 1

## EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

**SECTION 1.** Employer hereby recognizes that the Union is the exclusive representative of all Pittsfield, MA federal employees within the unit, as defined in Section 2 below. The Union is entitled to act for, and negotiate on behalf of all employees in the unit and is responsible for representing the interest of all such employees without discrimination and without regard to Union membership, with respect to grievances, personnel policies, practices, and matters affecting their general working conditions.

**SECTION 2.** The unit, which the agreement applies, is composed of all professional and nonprofessional employees employed by Program Management Office, Strategic Systems Programs, Pittsfield, excluding management officials, supervisors, and employees described in 5 U.S.C. 7112(b) as defined in 5 U. S. C., Section 7103(a)(10) of the Statute.

**SECTION 3.** Termination of this Agreement will not, in and of itself, terminate the recognition granted the Union.

**SECTION 4.** The provisions of this Agreement shall be binding on the parties for any new operation directed by the Command (employer) to the extent that such operations affect employees in the unit.

**SECTION 5.** In the administration of this agreement, employer and Union officials are governed by the policies set forth in the Statute, by existing or future laws and the regulations of appropriate authorities, and by subsequently published agency policies and regulations required by law.

**SECTION 6.** The provisions of this agreement will supersede any prior or existing practices, policies, or instructions that conflict with the provisions herein in all matters within the discretion and authority of the Commanding Officer of PMOSSP.

**SECTION 7.** Employer in exercising the rights set forth in Article 2, and the union in exercising the rights set forth in Article 3, shall not do so in violation of other provisions of this agreement.

## ARTICLE 2

### RIGHTS AND OBLIGATIONS OF MANAGEMENT

**SECTION 1.** In accordance with the Statute ( Chapter 71 of Title 5, U.S. Code, and CSRA), nothing in this agreement shall affect the authority of any management official of PMOSSP:

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

b. In accordance with applicable laws:

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

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

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

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

(b) Any other appropriate sources;

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

**SECTION 2.** Nothing in this Article shall preclude PMOSSP and the Union from negotiating:

a. Procedures which management officials of the agency will observe in exercising any authority under this Section; or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

c. To this end, the parties will enter into information sharing and/or consultation when management determines a need for change regarding any issue or subjects relating to conditions of employment or at the request of the Union. It is

agreed that the Union will be notified as early as possible in the planning stage for such changes in order to allow meaningful discussions between the Union and cognizant management officials. The parties will utilize the following procedures for sharing information and/or consultation.

(1) The union president will be notified by the appropriate level of management, usually the person who is responsible for initiating the process change for the matter involved, or by HRO (LMER). If notification is by the union, the union president of AFGE local 3830 will contact HRO (LMER) and the appropriate management officials to initiate such information sharing and/or consultation.

(2) The parties agree to meet as soon as practicable after the initial contact has been made to discuss the issue(s). In this regard, the initiating party will provide the other party with relevant information on the subject prior to the meeting. The parties acknowledge that there may be emergency situations that call for immediate action; however, such situations should be rare. However, depending on the urgency of the situation, the parties will attempt to resolve each other's identified concerns in a timely manner. In no case, will either party deliberately delay the process. Such meetings shall have priority over normal business between the parties. It is understood that the intention to share information is the obligation owed to the parties under 5 U. S. C. 7114 (b)(4) and only to the extent it is allowed by law (e.g., Privacy Act considerations). Management will not knowingly and willfully withhold information that is necessary and relevant for the Union to exercise its duty of fair representation.

(3) Any agreements reached through negotiation will be in writing and signed by the parties.

**SECTION 3.** Management will furnish the union an annual list of all employees in the bargaining unit. The list shall be in alphabetical order and shall contain the following information: Name, Office Phone Number, and E-Mail address. Management will notify the union when any current employees' bargaining unit status is changed due to an action taken by management.

**SECTION 4.** Management agrees that it will apply all policies, rules, regulations, laws, and other matters affecting conditions of employment, and all terms of this agreement apply to all employees in the bargaining unit.

**SECTION 5.** Provisions in the agreement which name tasks, duties, or responsibilities to be performed by specific personnel, e.g., immediate supervisor, serve to acknowledge an existing practice and do not constitute an attempt to restrict the statutory right of the employer to assign such tasks or responsibilities to other personnel or organizational elements.

# ARTICLE 3

## RIGHTS AND OBLIGATIONS OF THE UNION

**SECTION 1.** The Employer hereby recognizes AFGE Local 3830 as the exclusive bargaining agent for all employees of the Pittsfield, MA unit as defined under Article 1 Section 2 of this agreement. The Union is entitled to act for and negotiate collective bargaining agreements and represent the interests of all employees in the bargaining unit without discrimination or regard to labor organization membership. The Union shall have the right and responsibility to present its views to management on matters of concern, either orally or in writing; and to have such views considered in the formulation, development, and implementation of personnel policies, practices and matters affecting general conditions of employment within the authority of the Commanding Officer of PMOSSP. If either party requests, the parties agree to meet promptly in an effort to resolve the matter, which created the concern.

**SECTION 2.** The union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of management and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

b. Any examination of any employee in the unit by a representative of management in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

c. The employer shall make annual notification to all employees of the right to representation outlined above as well as its policy statement concerning labor relations. Such notification shall specifically state that supervisors and management officials of the agency will not take any action that would encourage or discourage membership in the Union.



**SECTION 3.** Management will provide the Union agreed upon space on a bulletin board in PMOSSP office space. The bulletin board space will be provided for the exclusive use of the Union.

**SECTION 4.** Management will continue to provide access to PMOSSP notices, instructions, and bulletins pertinent to civilian personnel and upon request, or other matters affecting conditions of employment.

**SECTION 5.** Consistent with security or other legal restrictions, the Union will be advised of any pending significant changes in PMOSSP's workload and will be advised of current workload information changes. At the union's request, management will meet with the union representative to discuss pending significant changes in the workload.

**SECTION 6.** The local union president will be notified when bargaining unit employees are assigned to or separated from the organization. A union representative will be allowed reasonable time to discuss labor-management aspects of employment with the new employee(s). The union will advise new bargaining unit employees of their right to join or assist the Union freely and without fear of penalty or reprisal or to refrain from any such activity, and will provide new bargaining unit employees access to the names and phone numbers of appropriate Local representatives.

**SECTION 7.** Management and the Union will keep records as each party deems necessary. Recording devices of any kind will not be used in labor-management relations unless the parties mutually agree; and the recording device does not violate any security requirements. Whenever a summary of a meeting is prepared by either party, a copy of the summary may be furnished to the other party upon request, unless otherwise agreed by parties.

**SECTION 8.** The employer agrees that subject to security regulations, and availability of space, the union may use the administrative spaces for the purpose of conducting its union meetings or specially called meetings after duty hours. This facility may be used by the union for the purpose of its elections so long as such elections are conducted during non-work hours.

# ARTICLE 4

## RIGHTS OF EMPLOYEES

**SECTION 1.** Employees in the unit have the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authorities.

**SECTION 2.** Unit employees are hereby apprised of their rights under Section 7102 of the Statute and are assured that no interference, restraint, coercion, or discrimination will be practiced by PMOSSP management to encourage or discourage membership in the Union.

**SECTION 3.** Management shall apply all provisions of this agreement to all employees in the bargaining unit.

**SECTION 4.** The Union and management agree that labor-management relations are enhanced by resolving matters at the lowest level possible. To this end, it is agreed that should an employee wish to communicate on matters pertinent to this agreement or other PMOSSP policies or practices that affect the employee's condition of employment with the union representative, he/she shall request permission to do so from his/her supervisor and state in general the nature for the request. Management agrees unit employees shall have the right to communicate and consult with the union representative during his/her working hours, usually by the end of the next scheduled work day, at the employee's work site, or other suitable area designated by the employee's supervisor. If, due to operational commitments, permission to communicate and consult is denied, the supervisor shall inform the union representative and the employee of the reasons for the denial and provide a mutually agreed upon time when they can communicate. The supervisor will not deny or delay the right to consult and communicate for arbitrary or capricious reasons.

**SECTION 5.** No employee will be required to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by the employee for the payment of dues through payroll deduction. However, this does not preclude employees

who become members or who are members of a labor organization from voluntary payment of dues by other means.

**SECTION 6.** Bargaining unit employees have the right to union representation and the employer agrees to make the union representative available. In these instances, the employer agrees to delay such discussions or meetings until a mutually agreed upon time. However, such delay will not be unreasonable and the employer has the right to proceed with such discussion or meeting as the employer deems necessary. The right to have a representative present shall include investigations conducted by any management official representing the agency, but not limited to Naval Criminal Investigative Service (NCIS), Occupational Safety Health Administration (OSHA), etc., when the conditions of Article 3, Section 2(b) exist.

**SECTION 7.** The bargaining unit employees' supervisor shall be responsible for the assignment of work, evaluating the performance of the employee, approving leave, and taking of disciplinary action. While the employer has the right to assign work, the employees will be officially notified by the responsible supervisor at any given time. The designation of a specific supervisor will not preclude other management representatives or work leaders from assigning work coordinated through the first line supervisor. The assignment of a supervisor other than the official first line supervisor will not alter, modify, or change the recording, posting, charging, or equalization of overtime as provided elsewhere in this agreement.

**SECTION 8.** All bargaining unit employees will be afforded a reasonable amount of time to review personnel files. For Official Personnel Folder availability, bargaining unit employees should contact the HRO. Time to review all other personnel files (e.g. medical/supervisory) will normally be granted within ten days.

# ARTICLE 5

## NEGOTIATIONS AND CONSULTATIONS

**SECTION 1.** Employer and the Union acknowledge their obligation to meet and confer as imposed by the Statute. Matters appropriate for consultation and/or negotiations between the parties are all personnel policies and practices or other matters affecting general working conditions of employees in the unit, which are within the discretion of employer. Such matters include, but are not limited to: safety, training, labor-employer relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, hours of work, and appropriate arrangements for employees adversely affected by the exercise of employer rights, as provided for in the Statute. Management retains the right to design training and assign training as it deems necessary pursuant to the CSRA.

a. Negotiation shall mean the process whereby the representatives of the unit employees and employer communicate for the purpose of reaching agreement on those matters referred to in this Article.

b. Consultation means any communication, either oral or written, between the parties concerning conditions of employment affecting unit employees that are within the discretion of employer. Consultation does not involve joint decision-making, but may result in agreement between the parties. Consultation shall include good faith, mutual exchange, and discussion of views in an attempt to reach the best possible solution to such matters offered for consideration by either party.

c. It is recognized that this agreement is not all inclusive and the fact that certain personnel policies, practices, and matters affecting conditions of employment have not been specifically covered in the agreement does not lessen the responsibility of either party to communicate with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this agreement.

**SECTION 2.** When employer exercises its right concerning changes in personnel policies, practices, and other matters affecting conditions of employment of unit employees, employer will submit the proposed change utilizing the PMOSSP Pre-decisional

Notification Form (PNF), Appendix A. The PNF will be provided to the Union President. If the proposed change is based on a written directive or regulation from a higher authority, such directive or regulation will be furnished to the Union upon request. Within five (5) workdays after receipt of notice of the proposed change, the Union may request negotiation/consultation, and/or may furnish written comments on the proposed change. An additional five (5) workdays will be granted upon request. When a meeting is requested, employer will meet with the union president and non-employee representative, within ten (10) workdays of the request, unless otherwise agreed to by the parties. The number of participants shall be sufficient to allow a comprehensive and in-depth discussion of the subject matter at hand. If necessary, the parties may meet for the purpose of agreeing upon the method by which the negotiations will occur and any arrangements necessary to carry out those negotiations.

a. Employer shall not implement any instruction/notice, rule, or regulation of higher authority concerning changes in personnel practices, policies, or matters affecting conditions of employment of any unit employees without proper consultation and/or negotiation with the Union. The duty to bargain does not extend to matters having a de minimus impact on Bargaining Unit employees.

b. A new rule or policy concerning personnel policies or practices of unit employees will not be effected retroactively unless provided for by regulations or by mutual agreement of the parties.

c. Management is required to cease any practice that is deemed illegal and is not required to negotiate ceasing such practice prior to making the change. Any such negotiations are limited to the impact of such change.

**SECTION 3.** In the event both parties cannot reach consensus a mutually agreed upon form of mediation may be considered prior to forwarding to Federal Services Impasse Panel (FSIP) for resolution.

**SECTION 4.** Meetings covered by this Article will be held during normal day shift hours, and Union representatives shall be on official time during such meetings for the time they otherwise would be in a work status. When such meetings are requested, they will be held prior to changes being made in personnel

policies or practices affecting conditions of employment or employees in the unit.

## ARTICLE 6

### PROVISIONS OF LAW AND REGULATION

**SECTION 1.** It is agreed and understood by the employer and the union that this agreement, after its approval by the Agency Head, shall be binding and have the full force and effect accorded it by the Statute.

**SECTION 2.** It is further agreed and understood that rules and regulations, other than laws and government wide regulations, issued subsequent to the date that this agreement is approved by the commanding officer and ratified by the union shall not take precedence over this agreement, unless renegotiated through supplemental agreements or it has been established that a compelling need for such rule or regulations exists. Such rules and regulations shall not operate to nullify, circumvent, or otherwise abrogate any terms or conditions negotiated in this agreement.

# ARTICLE 7

## UNION REPRESENTATION

### SECTION 1. UNION MAKE-UP

Within 30 days of the effective date of the agreement, the Union will furnish the Employer a written list of authorized and designated officers, stewards or other on-site representatives which will be updated yearly from date of contract execution.

### SECTION 2. REPRESENTATIVE

a. The employer agrees to recognize a union president authorized in writing by the Union. The Union will endeavor to provide representation during normal working hours.

b. Each employee in the bargaining unit shall have access to a union representative, upon request, within a mutually agreed upon time period.

c. In the absence of the union representative the union president may designate an alternate union representative. Such notification will be made to the commanding officer (CO) and HRO (LMER) regarding alternative union representation.

d. It is recognized by the employer that Local 3830 represents two DOD agencies and that the Local's representatives may come from a different activity. The employer agrees to recognize the Local's representatives regardless of which activity they may work for, in accordance with this agreement. To be entitled to official time, however, the representative must be a member of the Employer's bargaining unit. The point of contact and designated representative for all matters relating to the bargaining unit shall be the union president and the union president on all notices concerning personnel policies, practices, and matters affecting working conditions or any changes thereto shall be sent to the Union President.

e. The Union shall have the right and the freedom to select and designate representatives and the employer will not assume or otherwise usurp this right by the recognition of persons who have not been clearly designated to act for or on behalf of the union.



### **SECTION 3. TIME FOR ADMINISTRATION OF THE AGREEMENT**

a. The parties recognize that improvements in union-employer cooperation may be brought about through constructive activities. The employer agrees that official time, with the approval of the representatives' supervisor, will be granted to the representatives of the union to discuss with employees and the employer matters relating to the work situations in their shops or other work areas.

b. When it becomes necessary for a union representative to leave his/her work area to transact appropriate union-management business during work hours, the union representative will notify his/her first line supervisor and advise him of the approximate amount of time he expects to be away from the job. In the absence of compelling reasons to the contrary, i.e., a specific work requirement, the union representative will be promptly released.

c. When the union representative has completed the appropriate union-employer business, the union representative will report back to his/her supervisor so that an accounting of the employee's time may be made.

### **SECTION 4. VISIT OF NON-EMPLOYEE REPRESENTATIVES**

a. The employer agrees to make necessary arrangements, subject to applicable security regulations, for authorized local and international representatives of the union, who are not employees, to visit the activity during regular working hours.

b. The employer will arrange for the union's representative with an authorized parking space and a visitor badge that will authorize access to the facility in accordance with applicable security regulations. The non-employee representative may be entitled to meet with the employer, the chief steward and/or steward on appropriate union-employer business in accordance with the terms of this agreement. Arrangements will be made in recognition of the workload and coordinated through the first line supervisor.

### **SECTION 5. UNION OFFICE AND/OR SPACE AVAILABLE FOR UNION BUSINESS**

a. Union membership meetings will be conducted during non-duty hours. The union will be allowed to use PMO conference

rooms and equipments after approval of a request made in advance to the Employer.

b. One union representative, who has a private office (i.e. has a door to afford privacy), may use his/her space and its office equipment as a "union office" for authorized representational purposes on a noninterference time share basis. The Employer will provide within that space a lockable file cabinet for union use. The office space must be mutually agreeable to both parties. Hard copies of correspondence will be hand-delivered or e-mailed to the Union President. Either hard copy or electronic correspondence will be considered equally acceptable. A separate union office will be provided, if available for a PMOSSP employee if/when a PMOSSP employee is elected President of Local 3830. If such office is required it will include one private office, to include desk, chair, phone (local calls), and one lockable cabinet.

# ARTICLE 8

## DUES ALLOTMENTS

**SECTION 1.** Union dues, the regular, periodic amounts required to maintain an employee in good standing in the Union, shall be deducted by the employer from an employee's pay each payroll period when the following conditions have been met:

a. The employee is either a member in good standings with the union or has signed up for membership in the union subject to the payment of the first month's due through voluntary allotment as provided herein, and the employee's net salary, after other regular and required deductions, is regularly sufficient to cover the amount of an authorized allotment for employee organization dues. Deductions are to be made each pay period in which earnings are sufficient to cover the amount of the allotment after all other deductions authorized either by law or by the employee have been made. Deductions will not be made retroactively.

b. The employee has voluntarily authorized such a deduction on SF1187, supplied by the union.

c. The union has completed and signed Section A of such form on behalf of the union.

d. Such completed forms, clearly identifying the employee, shall be transmitted by the union to the HRO for forwarding for purposes of the payroll deduction for dues allotment to the union.

**SECTION 2.** The union shall supply to the employee involved the SF1187. The union shall be responsible for the purchase and the distribution of such forms to its members and for completion of Section A. Thereon, including the certification of the current amount of such Union's regular dues to be deducted each bi-weekly pay period. It will be the responsibility of the Union to assure that allotments on the part of its members are voluntary and to inform employees fully of the conditions governing revocation of allotments.

**SECTION 3.** Deduction of dues to the union shall begin with the first pay period which occurs after receipt of SF1187 by the payroll office.

**SECTION 4.** The amount of union dues to be deducted each bi-weekly pay period on behalf of the union shall remain as originally certified to on such allotment forms by the authorized union official until a change in the amount of such deduction is certified to by the authorized union official and such certification or change is duly transmitted from the union to the HRO (LMER) for forwarding to the payroll office.

**SECTION 5.** Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per bi-weekly pay period shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the payroll office with the exception that notice of changes must be received by the payroll office by noon Monday preceding the commencement of the pay period in which the change is to be effective.

**SECTION 6.** An allotment for the deduction of an employee's union dues may be terminated by the employee through submission of a SF1188 properly executed in duplicate by the individual employee to the HRO for forwarding to the payroll office. Employees may terminate an allotment only upon the one (1) year anniversary of the date the employee signed the SF1187 and on each succeeding anniversary date. A request for termination of allotment under this section must be submitted no sooner than fifteen (15) days prior to the one (1) year anniversary date and no later than fifteen days after the anniversary date. HRO will be responsible for obtaining a supply of the SF1188 and making the form available to employees upon request.

**SECTION 7.** Union approval is required when an employee submits a SF1188, termination of dues deduction, outside the anniversary date window outlined in Section 6.

**SECTION 8.** The union shall promptly notify the HRO in writing when any member of the union is expelled or for any reason ceases to be a member in good standing. Such notices will be effective at the next appropriate pay period after processing.

**Section 9.** The union is responsible for keeping the Employer informed of the address and/or direct deposit account to which remittances should be sent and made payable.

**SECTION 10.** The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months;

a. Administrative errors in remittance checks or direct deposits will be corrected and adjusted as soon as reasonably possible. It is understood that the Employer is responsible to the extent of officially notifying the payroll office of errors which are brought to its attention by officials of the Union. If the Union is not scheduled to receive a remittance check or direct deposit after discovery of an error, the Union agrees to promptly refund the amount of erroneous remittance.

b. The Agency will be responsible for terminating the payroll allotment when any of the following occur:

- 1.) the employee retires;
- 2.) the employee dies;
- 3.) the employee is separated;
- 4.) the employee ceases to be a member of the bargaining unit;
- 5.) the agreement between the agency and the exclusive representative involved ceases to be applicable to the employee.

# ARTICLE 9

## HOURS OF WORK

### SECTION 1. BASIC AND ADMINISTRATIVE WORKWEEK

a. A full time employee on a Normal Work Schedule has an eight hour daily basic work requirement and a forty hour weekly basic work requirement. The normal work week is eight hours per day, five days a week, Monday through Friday.

b. Alternate work schedules such as Flexible Work Schedule (FWS) which consists of eight hours a day and 40 hours a week and/or a Compressed Work Schedule (CWS) in which normally 80 hours are worked in each pay period by working eight 9 hour days and one 8 hour day or eight 10 hour days (on a case by case basis), are purely voluntary on the part of the employee and must be applied for by the employee, subject to the consent of the supervisor and in accordance with SSP instructions, local instructions and policies defined normal core hours are from 0830 to 1530, with a lunch period as defined in paragraph e. below.

c. The commanding officer will have the discretionary right to discontinue the Compressed Work Schedule Program if it was deleted for the SSP Office Personnel in Washington D.C. or it is requested to be deleted by a SSP directive or letter, or any other mutually agreed upon reason between the commanding officer and the Union. If the program is deleted, the commanding officer agrees to negotiate impact and implementation with the Union.

d. The initiating of or changing of a FWS will normally be accomplished at least one week prior to the start of the next pay period. An employee may alter his/her FWS for a period of less than one week, upon one days advance notice to, and approval by, the supervisor. The initiating of or changing of a Compressed Work Schedule (CWS) non-workday will normally be accomplished on a monthly basis as permitted by Navy ERP, the time and attendance system of record. The employee must follow a Normal Work Schedule as defined in Section 1(a), above, when on travel or in training away from the permanent duty location.

e. Those employees on the maxi-flex schedule may be authorized a lunch period at least one half hour, but no more than one hour. Lunch period is not considered as work time, so those employees on the Normal Work Schedule should adjust their time accordingly. It is normally expected that the employee

take a lunch period sometime near midday, but it is acceptable, at times, to move the period in order to support the mission and/or convenience of the supervisor/employee. The employee will alert their supervisor in advance to any significant change from their normal lunch period.

# ARTICLE 10

## OVERTIME

### SECTION 1. OVERTIME COMPENSATION

a. All employees pay, where applicable, will be computed under the current regulations of Title V of the Fair Labor Standards Act (FLSA).

b. Overtime work will be shared equitably among those qualified to perform the work and depending on the nature of the work to be performed. Preference shall normally be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration will be given to those other employees best qualified to do the job. Disputes concerning the distribution of overtime shall be processed in accordance with Article 21, Grievance Procedure.

c. Overtime will be authorized, computed, and paid in accordance with applicable regulations. For Normal Work Schedules or Flexible Work Schedules (FWS) , the performance of assigned and approved work in excess of eight hours a day or 40 hours per week shall be considered overtime work for only those employees who are non-exempt and eligible for overtime under the FLSA. For other employees compensatory time will be authorized.

d. Employees in the unit shall not be required to perform any work or duty before or after his/or her scheduled work hours without properly compensating the employee for all such work or duty. Additionally, for regularly scheduled overtime, FLSA non-exempt employees eligible for overtime may request compensatory time in lieu of overtime pay.

e. Supervisors shall not assign overtime work to employees as a reward or penalty.

f. The Employer has the right to assign overtime without advance notice. However, the Employer agrees to provide the employee with advance notice if the need for overtime is known in advance.

g. When assigning scheduled overtime work or call back work, the personal preference of employees to work or not work overtime will be considered, provided another qualified employee is available for the assignment and is willing to work. If this procedure results in insufficient personnel to accomplish the



total overtime work, the necessary number of remaining qualified employees will be assigned to the overtime work. Reasonable attempts will be made to keep the distribution of overtime work equitable.

h. Irregular or occasional authorized overtime work performed by an employee at the place of employment on a day when work was not scheduled for him/her, or for which he/she is required to return to the place of employment, is deemed at least 2 hours in duration for the purpose of premium pay, either in money or compensatory time off. Irregular or occasional overtime work performed at home in response to emergent mission requirements will be paid based on and limited to the length of time employees are actually engaged in that work.

i. Subject to the provisions of the Fair Labor Standards Act, and at the request of an employee, the Employer may grant compensatory time off from an employee's tour of duty instead of payment of overtime for an equal amount of irregular or occasional overtime work.

## **SECTION 2. OVERTIME DISTRIBUTIONS**

a. The employer agrees that overtime work will be assigned by the first line supervisor or designee and distributed as fair and equally as possible amongst all qualified employees within the group by job classification.

b. When work is to be performed on overtime, the supervisor will first determine the qualifications required based upon the duties to be performed. Every effort will be made by the employer to see that the employee receives proper orientation and familiarization with the assignments requiring overtime, so that future overtime assignment may be equalized.

c. When all employees from one classification and group are required to work, and the need for additional employees is required, the employer may ask an employee from another group within the same classification to work the overtime.

d. In disagreements involving overtime assignments, the employer and the Union will make every effort to work out the disagreement prior to the overtime assignment. If satisfactory settlement cannot be reached prior to the overtime assignment it shall be handled through the negotiated grievance procedure.

Nothing in this section is to be construed as a forfeiture of the right to resolve complaints involving overtime under the Negotiated Grievance Procedures contained in this agreement.

# ARTICLE 11

## ANNUAL LEAVE

### SECTION 1. ANNUAL LEAVE POLICY

a. Employees shall earn annual leave in accordance with applicable statutes. This is a right granted by law.

b. When an employee requests annual leave the request may be approved when reasonable notice has been given to the supervisor, workload permits and the employee has available leave.

c. An employee's request for annual leave for emergency purposes may be considered and approved if the request is reasonable and workload permits.

An employee is responsible for notifying the employer of their request for emergency annual leave before the scheduled work shift begins or as soon as practical after the start of their shift unless circumstances of the emergency prevented this notification.

d. All leave requested and approved in accordance with the above policy shall be charged in multiples of six (6) minutes. All annual leave requests, submitted in advance, will be approved/disapproved within a reasonable time after submission

e. Employees are not required to give a reason for requesting annual leave. A supervisor may deny properly requested annual leave or cancel previously scheduled and approved annual leave because of an "exigency of the public business" prior to denial or cancellation in accordance with SSP instructions, local instructions and policies.

### SECTION 2. RELIGIOUS LEAVE

Religious Observances - Annual leave may be approved for a religious holiday associated with the religious faith of the employee, provided three (3) work day notice is given and workload permits. Religious leave may also be approved in accordance with rules and regulations.

### **SECTION 3. LEAVE TRANSFER**

The employer, via HRO, will administer a leave transfer program in accordance with applicable laws and regulations.

# ARTICLE 12

## SICK LEAVE

### SECTION 1. SICK LEAVE POLICY

a. Employees shall earn and be granted sick leave in accordance with applicable statutes and this agreement.

b. The granting of sick leave is an administrative determination.

### SECTION 2. ADMINISTRATION OF SICK LEAVE

a. Requests for the use of sick leave shall be approved if the employee is incapacitated by illness, injury, pregnancy, or for a medical, dental, or optical examination, or in the case of a disabled veteran for the purpose of receiving treatment and has leave available. Sick leave may be used in six (6) minute increments. Sick leave may be used for family members in accordance with applicable laws, regulations and instructions.

b. The employee is responsible for notifying the supervisor or designee of his or her need for use of sick leave as soon as it is known to the employee that he or she is incapacitated for duty.

### SECTION 3. MEDICAL CERTIFICATES

a. Employees may be required to furnish medical documentation or certification of illness after 3 days absence or for a lesser period as determined by management. Supervisors may consider employee self certification as acceptable evidence for absences of three (3) days or less.

b. The employer has the right to request medical documentation or certification of illness for any absence charged to sick leave in accordance with the following procedures:

(1) The employee should first be counseled concerning the questionable sick leave usage. The employee may be issued a sick leave warning notice that requires all future absences charged to sick leave be substantiated by medical documentation or certification.

(2) The written notice requiring medical certification will be reviewed after three (3) months and rescinded, in writing if the employee's use of sick leave improves. If however, the employer determines that the employee's use of sick leave has not improved, the letter may be extended for an additional three (3) months and renewed quarterly thereafter.

(3) Administratively acceptable medical documentation or evidence is defined in government-wide regulations found at 5 CFR Part 630, Subpart D - Sick Leave.

c. Allegations of sick leave abuse requiring medical certification as well as denial of sick leave requests shall be subject to the Negotiated Grievance Procedure including arbitration.

**SECTION 4.** Employees are entitled to the provisions of the Family Medical Leave Act (FMLA) and Sick Leave for Family Care and Bereavement purposes, in accordance with applicable laws and regulations. Guidance is provided in the SSP instructions, local instructions and policies.

**SECTION 5.** The employer agrees that it may grant to employees up to Four (4) hours of administrative leave for the purpose of donating blood, with the concurrence of the supervisor. The granting of blood donor leave shall be subject to workload considerations as determined by the supervisor. The employer will allow employees to take leave in conjunction with blood donor leave, work load permitting.

**SECTION 6.** Leave for Bone Marrow or Organ Donation

1. Employees interested in bone marrow or organ donation may apply in accordance with SSP instructions, local instructions and policies.

# ARTICLE 13

## LEAVE (OTHER)

### SECTION 1. LEAVE WITHOUT PAY

Employee may be granted leave without pay (LWOP), for valid reasons, provided the provisions of applicable laws, regulations, and this agreement are met and the services of the employee can be spared from the worksite. Normally such LWOP shall not exceed sixty (60) days for each application. Annual leave requests will normally be given priority over LWOP requests unless law or regulation requires approval of the LWOP.

### SECTION 2. INTERNAL UNION FUNCTIONS

The employer agrees to grant annual leave and/or LWOP of short duration to an elected or appointed Union official to conduct internal Union business, if workload will permit. Union officials leave, as addressed in this section, may be approved over other leave requested.

### SECTION 3. LEAVE RIGHTS AND BENEFITS

Employees returning to duty from approved leave, including LWOP, will be granted all rights, privileges, and seniority to which they may be entitled in accordance with applicable statutes and regulations. Employees in approved LWOP status shall accrue all rights and privileges in respect to retirement status and coverage under Federal Employee Group Life Insurance and Federal Employee Health Benefits Programs, in accordance with applicable statutes and regulations.

### SECTION 4. LEAVE FOR FUNERALS

When there is a death of a fellow employee or direct family member as defined in Family Medical Leave Act (FMLA) regulations and the funeral is scheduled during regular working hours, a liberal leave policy may be maintained where the workload will accommodate such absences.

### SECTION 5. COURT LEAVE

a. Bargaining unit employees shall be entitled to the use of court leave to serve as a juror. Other court leave may be granted in accordance with applicable regulations.

b. An employee who is released from his or her obligation to participate in jury duty on any day while serving will only be required to report to work if there is at least two (2) hours of work time remaining on his or her workday schedule. It is understood that travel time will be considered in computing the work time remaining on his or her workday schedule.

#### **SECTION 6. MILITARY LEAVE**

Employees in the unit who are members of the National Guard or Reserves are entitled to be granted military leave for up to fifteen (15) calendar days per year to attend military training or to serve in an emergency situation in accordance with applicable regulations. Up to 15 (fifteen) days of unused leave can be carried forward into the next fiscal year; however, no more than thirty (30) days may be credited to an employee's account or used in any one fiscal year. The use of military leave may be taken intermittently, including one (1) day at a time, if so directed under orders. The employee is responsible for providing notice to the employer of such requirements and such notice will be a copy of the employee's "Orders."

#### **SECTION 7. VOTING AND REGISTRATION**

a. Employees may be excused to vote in any national, state or local municipal election or referendum under the following circumstances. Employees on duty when a federal, state, county, or municipal election is held may be granted excused absence as follows: where polls are not open at least three (3) hours either before or after an employee's regular hours of work, an amount of excused time may be granted which will permit the employee to report for work up to three (3) hours after polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off.

b. For employees who vote in jurisdictions, which require registration in person, excused time to register may be granted on substantially the same basis as for voting.

c. For employees who vote beyond normal commuting distance and voting by absentee ballot is not permitted, the employee may be granted sufficient time off, not to exceed eight (8) hours, in order to make the trip to the voting place to cast a vote.



# ARTICLE 14

## HOLIDAYS

**SECTION 1.** The employer agrees that employees scheduled to work on a holiday prescribed by Federal Law or Executive Order shall be paid in accordance with applicable laws and regulations. Holiday assignments will be made using the provisions of (See Overtime Article and Records) for the assignment when it is determined necessary to work such holidays.

**SECTION 2.** Employees shall be entitled to all holidays now prescribed by law, Executive Order, or applicable official directives. Current prescribed holidays are:

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day

# ARTICLE 15

## MERIT PROMOTION AND INTERNAL PLACEMENT

### SECTION 1. MERIT PRINCIPLES

a. It shall be the policy of PMOSSP Management to fill vacant positions using Merit Promotion and Internal Placement as one means of recruitment of vacancies. In this regard, employees in the bargaining unit shall be provided the opportunity and encouraged to make application through merit promotion and internal placement. The fundamental principles of attracting the best qualified candidates available, fairly testing the relative fitness of applicants, and selecting solely on merit apply to filling positions in the unit. Equal opportunity shall be provided for all qualified employees to ensure that non-merit factors do not enter into any method used to fill vacancies, and the internal placement will be made without discrimination on the basis of race, color, creed, national origin, sex, politics, marital status, physical handicap, age, genetic information, membership or non-membership in the Union or any other employee organization.

b. This program seeks the following objectives:

(1) To give fair and appropriate consideration of employees for vacancies;

(2) To provide the employer, on a timely basis, well qualified candidates;

(3) To assure the maximum utilization of employees;

(4) To provide incentive for employees to improve their performance and develop their knowledge, skills and abilities;

(5) To provide, to the maximum extent practicable, career opportunities for all employees;

(6) To assure employees that the merit promotion and internal placement program gives them fair consideration and provides them reasonable opportunity for advancement to higher level positions.

## **SECTION 2. CERTIFICATION/SELECTION**

Employees who apply for Merit Promotion and Internal Placement will have their applications rated and ranked according to merit, and if they are within the selection range of the best qualified candidates, they shall have their names submitted to the selection official.

## **SECTION 3. TEMPORARY PROMOTION AND DETAILS**

a. When assignment of bargaining unit employees to supervisory positions outside of the unit is made for periods of less than forty (40) hours, every effort will be made to distribute these assignments on a fair and equitable basis.

b. An employee selected for temporary promotion must meet the same qualifications and eligibility requirements that would apply to making a permanent promotion to the position involved.

# ARTICLE 16

## REDUCTION IN FORCE

**SECTION 1.** The employer agrees that in the event it becomes necessary to conduct a reduction in force, or a furlough, or to reduce the bargaining unit for whatever reasons, the employer will give prior notification to the Union President, to provide them an opportunity to bargain in accordance with applicable laws and regulations regarding reduction in force.

**SECTION 2.** All employees within the bargaining unit shall be entitled to the maximum benefit(s) afforded to them by law to the extent funded by appropriations available to the command in a reduction in force due to the lack of work, reduction in ceiling, and/or loss of funds.

**SECTION 3.** The Employer and the Union will negotiate the impact on the Unit employees affected by any RIF. The Union will render its assistance in communicating to employees the reasons for the reduction-in-force.

# ARTICLE 17

## JOB DESCRIPTIONS AND CLASSIFICATIONS

**SECTION 1.** Employees may request an explanation of the classification (series, title, grade, and pay category) of their position. Such request will be made to their immediate supervisor. Upon request, the HRO will provide specific information. The employee may elect to be represented by the Union.

**SECTION 2.** The employer will advise the Union when an encumbered position is to be modified, resulting in a change of working conditions, prior to effecting the personnel action. The employer will advise the Union in writing and the affected employee(s) when changing job/position descriptions. All changes will be done in accordance with applicable laws, rules, and regulations.

**SECTION 3.** If a unit employee believes his/her job/position does not properly describe the duties being performed, and the employee feels that he/she is performing work on a regular and reoccurring basis or is required to have the necessary knowledge, skills, and abilities to perform that duty that is not described in the job/position description, he/she has the right to request that the work assignments be reviewed by the supervisor. If a satisfactory resolution of the employee's complaint is not reached with his/her supervisor, the employee may initiate a grievance at the second step to the negotiated grievance procedure. The grievance will state the reason the employee feels the job description does not properly describe the duties being performed.

# ARTICLE 18

## SAFETY AND HEALTH

### SECTION 1. SAFETY POLICY

a. The employer will make every reasonable effort to provide and maintain a safe working environment. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

b. All employees have the right and the responsibility, and shall be protected in that right, to report all alleged hazardous situations and/or safety violations.

c. In the course of performing their normally assigned work, employees, and Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate work areas which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the employee or the union representative shall report it to the cognizant supervisor or report it to the Safety Officer.

d. If the safety matter is not settled by the immediate supervisor to the satisfaction of the employee, union representative or the Union President the matter shall be promptly reported to the Safety Officer.

e. If the safety matter remains unresolved to the satisfaction of the employee or the Union representative, the Union may elect to take the matter directly to the Commanding Officer.

#### f. Immediate Danger Situations

(1) When an employee, during the course of performing his/her official duties, encounters conditions in his/her work place which present a danger which could reasonably be expected to cause death or serious physical harm, and which cannot be immediately eliminated through normal procedures, will immediately stop work and notify the nearest available supervisor.

(2) The supervisor shall evaluate the situation, and after discussion with appropriate safety personnel, make a decision as to whether the work may proceed.

## **SECTION 2. SAFETY TRAINING**

The employer shall provide available safety and health training for employees, including specialized safety and health training, appropriate to the work performed by the employee. When an employee is assigned an unfamiliar task that may result in injury or illness, he or she may request safety and health orientation prior to performing the duties. Such request for training does not bar management from assigning the work it deems necessary.

## **SECTION 3. PHYSICAL FITNESS PROGRAM**

The Agency and the Union agree that the fitness program goal is to promote the health and wellness of the workforce. The program is to run in accordance with SSP instructions, local instructions and policies.

# ARTICLE 19

## DISCIPLINARY ACTIONS

### SECTION 1. POLICY

a. It shall be the policy of the employer to maintain discipline and morale among employees by imposing the minimum penalty, as determined by the employer, that can reasonably be expected to correct an offending employee.

b. The term "disciplinary action" will be understood as defined in 10 C. F. R. part 752.

c. The term "suspension" is understood to mean the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

d. Employees will only be disciplined for just cause. The employer agrees to follow, in accordance with SSP disciplinary policies, Department of Navy policy, and regulations in effecting discipline and determining remedies. Any deviation from these guidelines will be for just cause and will be based on mitigating or aggravating factors.

e. It shall be the policy of the employer to administer its disciplinary program in an even-handed manner so that the penalty selected and the discipline imposed achieves the desired effect of correcting the offending employee.

### SECTION 2. NOTIFICATION

a. It shall be the policy of the employer to initiate disciplinary actions in a timely manner. In this regard, the employer may notify the employee of the investigation, that disciplinary action is being contemplated and when they can reasonably be expected to receive notice. Aggravating and mitigating circumstances may be considered in determining the remedy imposed.

b. Prior to initiating the disciplinary or adverse action against a unit employee, the employer may conduct a pre-action investigation. The employee will be entitled to Union representation during any questioning or inquiry related to the disciplinary action upon request by the employee. At this meeting, the employee will be permitted to provide their version



of the incident. The results of the investigation will be used to determine what action, if any, is necessary.

c. Upon request by the employee or their designated representative, the employer will provide copies of any and all records, documents, or information relied upon to support the disciplinary action unless prohibited by law and/or DoD/DoN policies.

### **SECTION 3. RECKONING PERIODS**

a. The employer will follow the requirements of 5 CFR 752 with regard to reviewing prior offenses for consideration of remedies for a current offense.

b. The employer agrees that all prior disciplinary actions that are referenced, cited, or otherwise used in proposing or imposing progressive discipline and/or selecting penalties will be fully supported by evidence and the employee may challenge its use in any subsequent proceeding.

c. The keeping of any records and/or references to prior disciplinary actions shall be subject to all laws, rules, regulations, and this agreement.

### **SECTION 4. APPEALS PROCEDURES**

An employee issued a notice of decision on disciplinary action will, at the time of notice, be advised in writing of applicable appeals procedures.

### **SECTION 5. DISCIPLINARY ACTION GRIEVANCE**

Grievances concerning disciplinary actions described in Section 1 of this article may only be processed through the negotiated Grievance Procedure, Article 21 and will be introduced in that procedure at the appropriate step and level above the deciding official.

# ARTICLE 20

## ADVERSE ACTIONS

### SECTION 1. POLICY

a. No employee will be given an adverse action without just cause, and then only to promote the efficiency of the service.

b. The term "adverse action" will have the same meaning as provided in 5 CFR 752.401, and includes the following:

(1) a removal;

(2) a suspension for more than fourteen (14) calendar days;

(3) a reduction-in-grade;

(4) a reduction in pay; and

(5) a furlough of thirty (30) days or less.

c. The term "suspension" means the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

d. The term "grade" means a level of classification under a position classification system.

e. The term "pay" means the rate of basic pay fixed by law or administrative action for the position held by an employee.

f. The term "furlough" means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

g. Employees within the unit will be entitled to the full benefits of the law, and the employer agrees to comply with the procedures including timely and good faith answers.

### SECTION 2. REPRESENTATION

Upon request, unit employees are entitled to Union representation in any dealing with the employer concerning the said action.

### **SECTION 3. PROCEDURES**

a. The employer agrees to conduct a pre-action investigation prior to issuing a notice of proposed adverse action. The employee shall be entitled to make an oral and/or written reply to the proposed action and may be accompanied by a representative.

b. Employees as defined in Title 5 USC against whom an adverse action is proposed are entitled to the following:

(1) At least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. Additionally, the thirty (30) day Notice period is not required for furloughs due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities. Employees are entitled to the specific reason(s) for the proposed action and notifying the employee of their right to respond and representational rights.

(2) When the crime provision is invoked, the employee has a reasonable time, but not less than seven (7) days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.

(3) A written decision and the specific reason(s) therefore shall be given as soon as possible, but not later than when the adverse action takes effect.

c. The employee shall have twenty (20) calendar days to answer the proposed adverse action either orally and/or in writing. The employee may answer the proposed adverse action any time within the twenty (20) calendar days. The time to answer the proposed adverse action does not apply to furloughs due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities. The employee or their representative shall be entitled to call a reasonable number of relevant witnesses who shall suffer no loss of pay or leave for so serving. The employee shall be notified in the proposal of the name of the person designated to hear the reply.

d. Upon request, the employee or their designated representative will be provided copies of any and all records,

documents, or information relied upon to support the adverse action, unless prohibited by law or regulation.

e. The time limits herein may be extended by mutual agreement between the parties.

#### **SECTION 4. APPEALS PROCEDURES**

a. An employee that is issued a notice of decision on an adverse action will at the time of the notice be advised, in writing, of all applicable appeal procedures.

b. An employee who elects to appeal the decision through the negotiated grievance and arbitration procedure shall file an appeal at Step 2- Command Level of Article 21, Section 4 (2)(b), no later than fifteen (15) workdays following the effective date of the action. Once an employee timely initiates a grievance under the provisions of Article 21, it shall be understood that they have the concurrence of the Union and desire to process their appeal in accordance with the agreement.

c. An employee who elects to use the appeals procedure of the Merit Systems Protection Board (MSPB) shall be bound by those applicable procedures and shall be responsible for notifying the employer of such election.

d. An employee who is grieving an adverse action may elect to process the grievance under the negotiated grievance procedure or the applicable statutory procedure, but not both. Once a procedure is elected in writing, the election is irrevocable.

# ARTICLE 21

## GRIEVANCE PROCEDURE

### SECTION 1. POLICY

It is the intent of the parties that all employees in the bargaining unit shall be accorded the utmost regard for their problems and disagreements arising out of their employment with the federal government. In this regard, the employer will apply all policies, rules, regulations, matters affecting working conditions, and terms of this agreement fairly and equitably to all employees in the bargaining unit. It is intended that this Grievance Procedure will provide a means for resolving all complaints and grievances or matters arising out of the conditions of employment at the lowest level possible, and the employer and the Union agree to work toward this end.

### SECTION 2. COVERAGE

a. This procedure is the exclusive procedure available for settlement of all grievances within the bargaining unit, including questions of arbitrability which includes, but is not limited to:

(1) The interpretation and/or application of this agreement;

(2) Interpretation and application of policies, rules, regulations and changes to past practices occurring during the life of this agreement which governs and controls working conditions and the working relationship between the employer and the Union, except for the following:

(a) Any claimed violation of applicable laws, rules, or regulations relating to prohibited political activities;

(b) retirement, life insurance, or health insurance;

(c) any examination, certification, or appointment;

(d) the classification of any position which does not result in a reduction-in-grade or pay of an employee;

(e) any action involving the separation of a probationary employee;

(f) any action involving the separation of a temporary employee or any action involving the failure to renew the appointment of a temporary employee unless provided for by law or regulations;

(g) grievances concerning suspensions or removal actions pursuant to 5 U.S.C Section 7532 (National Security);

(h) grievances, which have as their basis, allegations of prohibited discrimination as defined in the United States Code;

(i) any action involving a personnel action, which involves a permanent promotion of any bargaining unit employee to a position outside of the bargaining unit, except as specifically provided by Article 15;

(j) adoption or non-adoption of a beneficial suggestion;

(k) notice of proposed action; and

(l) termination of temporary promotion prior to the Not-to-Exceed (NTE) Date.

b. An eligible employee who is grieving an adverse action under 5 CFR 430 and 752, may elect to process the grievance under the negotiated Grievance Procedure or the Statutory Appeals Procedure, but not both. Once a procedure is elected in writing, the election is irrevocable.

### **SECTION 3. SELF REPRESENTATION: PROCEDURAL STEPS**

a. An employee or group of employees may present their own grievance(s) under this procedure. A Union representative appropriate to the procedural steps outlined in this Section must be given the opportunity to be present as an observer any time the employee(s) invoke(s) the Grievance Procedure contained herein. The grievance(s) shall proceed in accordance with the provisions of this section of this article, except that the employee(s) is/are not entitled to representation at any step nor are they entitled to mediation/arbitration.

b. Procedure for self-representation:

(1) Grievances where the aggrieved employee chooses to represent themselves will adhere to the following procedure:

(a) Informal stage - The aggrieved employee(s) shall first formally discuss the grievance with the immediate supervisor. It shall be the purpose of this discussion for the parties to develop the facts and circumstances pertaining to the grievance; the alleged violation which led to the grievance; the provisions of the agreement, regulations, and/or policy which is alleged to have been violated; names of witness(es), if any, who may have information pertaining to the grievance; documents which may have bearing on the grievance; and the remedy requested to resolve the grievance. The immediate supervisor shall render a decision as soon as possible, but in no case later than five (5) workdays from the date of discussion. If the decision is denial of the grievance, the basis for the denial shall be provided.

(b) Formal Stage - If the informal stage does not result in resolution of the grievance the following step will be adhered to:

(1) The grievance shall be reduced to writing and submitted within five (5) workdays after the informal decision. The grievance shall be submitted to the Commanding Officer designee who along with lesser ranking supervisors shall meet and discuss the grievance with the aggrieved employee.

(2) This meeting shall be held within five (5) workdays after the written grievance is received.

(3) The decision shall be in writing; and shall be submitted to the grievant and the union representative within five (5) workdays after the meeting. This decision shall be final and binding.

#### **SECTION 4. UNION REPRESENTATION: PROCEDURAL STEPS**

a. Employee Grievances - Employee representation is restricted to the Union when processing formal grievances or disputes under this negotiated procedure. Grievances submitted by an employee shall be processed in the following manner:

(1) Informal Stage - the aggrieved employee(s) shall first discuss the grievance with the immediate supervisor. The aggrieved employee(s) may be represented by the union representative, if they choose. It shall be the purpose of this

discussion for the parties to develop the facts and circumstances pertaining to the grievance; the alleged violation which led to the grievance; the provisions of the agreement, regulation and/or policy which is alleged to have been violated; names of witness(es), if any, who may have information pertaining to the grievance; documents which may have bearing on the grievance; and the remedy requested to resolve the grievance. The immediate supervisor shall render a decision as soon as possible but in no case later than five (5) workdays from the date of discussion. If the decision is denial of the grievance, the basis for the denial shall be provided.

(2) Formal Stage - If the informal stage does not result in resolution of the grievance the following steps will be adhered to:

(a) Step 1 - The grievance shall be reduced to writing and submitted. It shall be the intent of the parties to make full disclosure of all facts and pertinent records that impact on the issue(s) and the basis of the grievance and the basis for the response to the grievance shall be clarified to the extent practicable. Within five (5) workdays after the informal decision, the grievance shall be submitted to the Commanding Officer designee who, with lesser ranking supervisors, shall meet and discuss the grievance with the union representative and the aggrieved employee. The meeting shall be held with an equal amount of representation on both sides. This meeting shall be held within five (5) workdays after the written grievance is received. Within five (5) workdays after the meeting, a written decision will be provided to the union representative. If the aggrieved employee(s) is not satisfied with the decision, the appropriate Union officials may submit the grievance to Step 2 within five (5) workdays after receipt of the written decision.

(b) Step 2 - Command Level

The Commanding Officer or designee, along with a maximum of two (2) employer representatives, shall meet with the aggrieved employee(s), and a maximum of two (2) union representatives, within five (5) workdays after submission of the grievance to Step 2. The Commanding Officer or designee shall give a written decision to the aggrieved employee(s), with a copy to the union representative, within five (5) workdays after the meeting. If the aggrieved employee(s) is not satisfied with the decision the appropriate union official may submit the grievance to Step 4 of Section 5



(mediation/arbitration) within thirty (30) calendar days after receipt of the written decision.

#### **SECTION 5. EMPLOYER-UNION DISPUTES**

It is understood that grievances must be submitted at the lowest possible supervisory level for resolution. Employer-union disputes that are not appropriately addressed through the supervisory chain may be addressed through this process.

a. Step 1 - The union representative and the Commanding Officer designee, shall meet and discuss the dispute or complaint. Both parties shall provide pertinent available information relative to the issue and a legitimate attempt will be made to resolve the dispute or complaint at this meeting. If agreement is not reached during this discussion, the aggrieved party may submit the issue in writing to Step 2 of this procedure within five (5) workdays after this discussion.

b. Step 2 - The Commanding Officer or the union representative may unilaterally initiate disputes over any matter covered by this agreement. Such disputes shall be in writing. The Commanding Officer and the union representative, or their representatives for each party shall meet within five (5) workdays after receipt of the written dispute. The aggrieved party will be given a written decision within ten (10) workdays after the meeting. If such decision is not satisfactory to the aggrieved party, the party shall move to Step 3 of this procedure within five (5) workdays after receipt of the decision.

c. Step 3 - If either party is not satisfied with the Step 2 decision, within (10) days of the written decision, both parties by mutual agreement may request mediation by the Federal Mediation and Conciliation Service (FMCS) prior to arbitration.

d. Step 4 - If the parties fail to settle any grievance at the final step of the grievance procedure set forth in this Article, such grievance may be referred to arbitration within thirty (30) calendar days. When FMCS is utilized such grievance may then be referred to arbitration within thirty (30) calendar days after mediation conclusion. Arbitration may be invoked only by the Union or the employer.

#### **SECTION 6. ALTERNATIVE DISPUTE RESOLUTION**

a. The union and employer agree disputes arising through these grievance procedures are most effectively resolved when the parties are able to craft their own solutions to these matter. To this end, the use of mediation will be adopted as a form of Alternative Dispute Resolution (ADR). It is understood that there may be issues which are better suited for submission to arbitration rather than mediation. In these instances, the moving party shall file its request for arbitration in accordance with Step 4 Section 5 above at that time. Mediation may be utilized unless the parties invoke Section 3 above or the parties agree that the matter is not appropriate for mediation.

b. The following procedures will apply for the use of mediation:

(1) Upon approval of this agreement, the parties will meet to determine appropriate sources for selection of mediators available at no cost to either party, including Department of Navy mediators.

(2) If the parties fail to resolve any grievance processed under Sections 3, 4, and 5 above, either party may submit the issue to mediation by serving written notice on the other party within thirty (30) calendar days of the receipt of the final grievance decision. The employer will forward the request to the HRO for arranging mediation assistance from one of the agreed upon sources.

(3) The procedures for selection of the mediator will follow those contained in the arbitration process.

(4) It is further agreed that where either party desires to proceed to arbitration the mediator's decision may not be introduced, quoted, cited, or otherwise referenced at the arbitration proceeding.

## **SECTION 7. OBJECTIVITY**

a. It is the intent of the parties to this agreement that any dispute, subject to this grievance procedure, shall be fully discussed at each and every step of the procedure, with the view in mind of effecting an equitable settlement.

b. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack.

## **SECTION 8. NON-EMPLOYEE REPRESENTATION**

It is mutually agreed and understood that in all proceedings at the step prior to mediation or arbitration (or its equivalent) and above, the union is entitled to provide non-employee representatives. Under such circumstances, the employer would be entitled to the same. In all proceedings, including arbitration hearings, meetings will be held in an area that will permit the attendance of union non-employee representative(s).

## **SECTION 9. GROUP GRIEVANCES**

a. When several employees have an identical grievance, management will call the affected employees and their union representative(s) together and request them to select one individual case for processing under this Article. They will be informed, if they agree, the decision on the case selected will be binding on all other identical cases. The selection of the test case will be made no later than the first formal step of the grievance procedure (Step 1, above).

b. The test case procedure is not applicable in any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employee would be required to decide the issue.

## **SECTION 10. STATUTORY APPEALS PROCEDURES**

a. The employer agrees to recognize any union representative selected by the employee as the representative in the processing of an appeal under any statutory appeals procedures.

b. The employer further agrees to comply fully with the provisions of the statutory appeals procedure invoked, including timely meetings and timely good faith answers. The employer agrees not to interfere with, restrain, coerce, discipline, or otherwise discriminate against, an employee or their representative as a result of, or because they filed the complaint or appeal, or represented a complainant under such procedure.

## **SECTION 11. ATTENDANCE AT HEARING/MEETINGS**

Union representatives and grievant(s) defined in this agreement will not be charged leave nor lose pay or benefits, as

a result of attendance at any meetings held pursuant to this agreement.

#### **SECTION 12. RIGHTS OF THE PARTIES**

By mutual agreement, the parties may waive the steps of the grievance procedure and proceed directly to arbitration.

#### **SECTION 13. WITNESSES AND RECORDS**

a. At each and every step of the grievance procedure, either party shall be permitted to call a reasonable number of relevant employee witnesses who shall suffer no loss of pay or benefits for so serving.

b. The employer and the union will, upon request, produce all pertinent payroll and other records in so far as permissible without violating laws and regulations, for the purpose of substantiating the contentions or claims of the parties, well in advance of the second step of the grievance procedure.

#### **SECTION 14. GRIEVANCE PROCEDURE TIME LIMITS**

a. Any grievance not taken up within fifteen (15) workdays after occurrence of the matter out of which the grievance arose shall not be presented or considered at a later date, except in those cases where the party could not be expected to have been aware of the facts giving rise to the grievance in which case the aggrieved party shall present the grievance within fifteen (15) workdays after they are aware of said fact.

b. Failure of the aggrieved to meet the time limits prescribed in submitting the grievance to the succeeding step will terminate the grievance. Failure of the employer to meet time limits will permit the Union to advance the grievance to the next step.

c. The above time limits may be extended by mutual agreement.

# ARTICLE 22

## ARBITRATION

### SECTION 1. ARBITRATION PROCEDURES

When a matter is submitted to arbitration in accordance with Article 19 (Disciplinary Action), Article 20 (Adverse Action), Article 21 (Grievance Procedure), or Article 27 (Performance Appraisal System for Bargaining Unit Employees) the following procedures will apply.

### SECTION 2. ARBITRATION PROCESS

a. Upon receipt of a request to submit a grievance, appeal, or dispute to arbitration the employer agrees to contact the Federal Mediation and Conciliation Service (FMCS) and request a panel of not less than five (5) arbitrators to be certified to the parties. This request will be made on a FMCS form, jointly signed and submitted to the FMCS within fifteen (15) workdays following notification by the party of its desire to seek arbitration. The parties will meet to strike arbitrator within ten (10) workdays from receipt of the panel.

b. The parties agree to meet upon receipt of the panel of arbitrators and attempt to reach mutual agreement on the selection of one name from the Panel to serve as the impartial arbitrator. If the parties are unable to agree on the mutual selection of the individual arbitrator, a selection will be made by each party striking one (1) name from the list until only one (1) remains. That person will be the arbitrator selected to conduct the arbitration.

c. Immediately following the selection of the arbitrator, the arbitrator will be contacted to secure available dates for the arbitration hearing. A mutually agreeable date will be selected by the parties for the arbitration hearing and the arbitrator notified of the selected date.

### SECTION 3. ARBITRATION TIME AND COST

a. The Union and the employer agree to share equally the fee and expense of the arbitrator. Further, the employer and the Union agree to share equally the expense of any mutually agreed upon service considered desirable or necessary in conjunction with the proceeding.

b. The arbitration hearing will normally be held during normal working hours of the basic workweek of Monday through Friday. In addition to employee appellants and witnesses, both parties shall be entitled to an employee representative who shall suffer no loss of leave, pay, or allowances for participation and/or attendance at the arbitration hearing.

c. An arbitrator shall be vested with the authority to award the Union attorney fees related to the grievance, dispute, or appeal. The assessment of union attorney fees shall be in accordance with the applicable laws, regulations, and policy of the Federal Labor Relations Authority and Merit Systems Protection Board.

#### **SECTION 4. ARBITRATION AWARD AND DECISION**

a. The arbitrator will be requested by the parties to render his/her decision as quickly as possible, but in any event, not later than forty-five(45) calendar days after the conclusion of the hearing, unless the parties otherwise agree. The arbitrator's decision shall not add to or take away from the agreement as written. The right to make such changes is reserved to the parties.

#### **SECTION 5. ARBITRATOR DECISION**

It is recognized and agreed that arbitration, as provided herein, is binding in nature and can be overturned only by the Federal Labor Relations Authority or Federal Court.

#### **SECTION 6. IMPLEMENTATION OF AWARD**

a. The parties agree that all arbitration awards will be implemented without undue delay, but in any event not later than thirty (30) calendar days following receipt of the decision and award.

b. Either party desiring to appeal an award of an arbitrator must do so in accordance and within the time limits established by the Federal Labor Relations Authority including any requests for a stay of the decision.

# ARTICLE 23

## EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons; to prohibit discrimination because of mental or physical disabilities, age, race/color, sexual harassment, pregnancy, equal pay/compensation, religion, sex, national origin or genetic information or any retaliation (from prohibited discrimination); and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

**Section 2.** The Employer and the Union will conduct a continuing campaign to obviate every form of prejudice or discrimination of the types described in section 1, in implementing personnel policies and practices and working conditions.

**Section 3.** The parties agree that, within available resources, efforts will be made to provide opportunities for employees to enhance their skills through job related training and upward mobility programs so that they may advance in accordance with their abilities.

**Section 4.** The functioning of the EEO programs of the PMOSSP is described in SPSINST 12720.1. The cooperative efforts between the PMOSSP and the HRO, SSP are subject to change/discontinuation at any time since the resources of the HRO, SSP are not under the control of PMOSSP. Appropriate changes to the programs would be documented in the SPSINST and be subject to Union comment/negotiations in accordance with Article 5.

**Section 5.** As provided by 5 U.S.C. 7114(b)(4), the Union may request, to the extent not prohibited by law, that the Employer provide the Union with EEO data which is normally maintained in the regular course of business and is reasonably available and necessary for them to fulfill their representational responsibilities.

**Section 6.** The HRO, SSP is designated as the EEO servicing agency for PMOSSP. Deputy Equal Employment Opportunity (DEEOO) and Equal Employment Opportunity Counselor (EEOC) duties are performed by HRO, SSP. The HRO staff shall be available to assist the members of the Bargaining Unit on EEO matters.

**Section 7.** In recognition of the Union's role as exclusive representative the Employer agrees to the following:

a. During pre-complaint counseling and at every stage of the complaint if so requested by the complainant, the complainant will have the right to Union representation.

b. The Union shall have the right to be represented at formal discussions as stated in Article 3, Section 2.a. of this Agreement, but excluding pre-complaint counseling meetings.

c. The Union shall have the right to attend discrimination complaint hearings concerning members of the Bargaining Unit held pursuant to the Equal Employment Opportunity Commission's regulations unless the hearing examiner or complainant objects.

d. The Union shall be given reasonable notice of all proposed remedial or corrective action to be taken as a result of informal or formal resolution of EEO complaints which have impacts on other employees in the Bargaining Unit or the provisions of this Agreement.



# ARTICLE 24

## PARKING

**SECTION 1.** The employer agrees to provide parking without charge to all employees.

**SECTION 2.** The PMOSSP policy for parking is: Space assignment preference is given to (1) Management Officials, and (2) other employees by grade and time in grade. Time in grade will be that time in grade computed from the date the grade was attained to the present. An employee's step level within their grade will not be considered in the computation.

**SECTION 3.** Parking at PMOSSP will be in spaces assigned in spaces assigned in SPSNOTICE5560, "EMPLOYEE PARKING" which will be updated at least annually and maintained by the Executive Officer.

**SECTION 4.** Special consideration will be given to handicapped employees. Their status will be reviewed annually.

**SECTION 5.** Assigned spaces for PMOSSP employees will be uniquely marked as specified in SPSNOTICE5560.

# ARTICLE 25

## CONTRACTING OUT WORK

**SECTION 1.** The employer will notify the union in accordance with Article 2, in advance of a decision to contract out bargaining unit work.

**SECTION 2.** Once the employer makes the decision to contract out work in accordance with 5 U.S. Code Section 7106(a), the impact of such decision shall be subject to negotiations in accordance with this agreement.

# ARTICLE 26

## LABOR MANAGEMENT TRAINING

**SECTION 1.** It is to the advantage of both the Agency and the union if the Union representatives are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Subject to mission requirements, Union representatives may be granted reasonable amounts of official time to attend AFGE-sponsored training sessions or other training courses which are available at no cost to the Agency, either for tuition or for travel and per diem. Such training cannot concern internal Union business.

**SECTION 2.** The union agrees that it will give sufficient notification to the employer as soon as it is known that such training is to be made available, but in no event less than three (3) workdays.

**SECTION 3.** It is agreed and understood that the aforementioned union training is to be exclusive of any joint training conducted by the employer as well as any safety training conducted pursuant to Article 18, Safety and Health.

# ARTICLE 27

## PERFORMANCE APPRAISAL SYSTEM FOR BARGAINING UNIT EMPLOYEES

**SECTION 1.** Written objectives will be reflective of the duties and responsibilities in accordance with SSP performance management policies, Department of Navy policy, and regulations in effecting performance management. Although the objectives are not grievable, their application may be grieved subject to specific exclusions in Article 21 (Grievance Procedures) and Article 22 (Arbitration).

**SECTION 2.** The employee's signature on the appraisal form signifies only that a discussion of the appraisal occurred. Signature does not constitute the employee's agreement with the performance plan or the rating received.

**SECTION 3.** Within ten (10) working days at the conclusion of the performance period (barring any unforeseen circumstances), the employer will provide a copy to the employee of each performance appraisal, which has been rated at the time of any special rating and after the final performance appraisal period.

**SECTION 4.** Supervisors shall inform employees of performance deficiencies which may result in an unacceptable rating. An employee will be given reasonable opportunity and time to improve and demonstrate acceptable performance if performance is unacceptable.

**SECTION 5.** The employer will consider, for the purpose of rating of an employee's performance, qualifications the employee did not have the opportunity to acquire during the rating period.

**SECTION 6.** Upon request, a copy of the employee's position description will be provided when setting performance standards.

# ARTICLE 28

## INJURY COMPENSATION

**SECTION 1.** Management will ensure that any unit employee who is injured in the performance of his or her duties is promptly advised of the options, rights, and benefits available to him/her under the Federal Employee's Compensation Act. The workers' compensation program is administered by the HRO, SSP. It is the employee's responsibility to complete forms (e. g. CA-1, CA-2, etc.) in a timely manner and submit to supervisor and Injury Compensation Program Administrator (ICPA) under Workers Comp/FECA (SP14) as appropriate.

**SECTION 2.** The employer agrees that first-aid, immediate medical care, including transportation is available to any and all employees injured in the performance of his or her duties. The employer will ensure that the employee is advised of the available benefits including his/her option to be treated by a physician of their choice, leave options, and other pertinent information. Continuation of Pay (COP) will be in accordance with laws, rules, and regulations.

# ARTICLE 29

## TRAINING

### SECTION 1. POLICY

The employer recognizes that the development and maintenance of a capable and qualified work force is essential to its mission. Therefore, the employer agrees to furnish, within the framework of applicable regulations and dependent upon funds, on-the-job or other appropriate types of training for the development of unit employees.

### SECTION 2. SELF DEVELOPMENT

a. The employer agrees to provide outside training in accordance with Section 1 to an accredited college or university for employees to develop the skills, knowledge and abilities in the performance of their official duties. In this regard, the employer agrees to consider approval and/or payment of self development training on the following basis:

(1) Payment for tuition and registration fee will be made for self-development courses approved by the employer. A SF182 obligation document will be prepared as the method of payment. Payment is based on successful completion with grade "C" or better for Baccalaureate programs, and a "B" for a Masters program.

(2) The employer will provide unit employees with information concerning self-development training courses or programs either in government or non-government facilities via the PMOSSP Home Page.

### SECTION 3. CORRESPONDENCE COURSES

a. The employer agrees to make correspondence courses available to unit employees subject to the following conditions.

(1) Courses for which there is no charge - unit employees need only to meet the stated course prerequisites, e.g., previous course completion, security clearance, etc.

(2) Courses for which there is a charge - unit employees may be provided these courses based upon relation to job, fund availability, and a supervisory recommendation. Employees will be reimbursed upon successful course completion.

#### **SECTION 4. UNION TRAINING RECOMMENDATION**

The union shall be permitted to make recommendations to the employer on an annual basis for job-related training to be provided to unit employees as a part of the activity's training budget. In this regard consideration will be given to the recommendations made by the union and every effort will be made to provide the mutually agreed upon training.

#### **SECTION 5. ADDITIONAL TRAINING FOR NEW JOB SKILLS**

In recognition of the mutual advantages to the employer and the employee, the employer agrees to make a reasonable effort to utilize existing employees when training for new job skills as determined necessary by the employer.

# ARTICLE 30

## TECHNOLOGICAL CHANGE

**SECTION 1.** The employer and the union agree that it is mutually beneficial to utilize the most efficient machines, processes, methods and/or materials. In this way, the employer will be able to effectively accomplish the mission and provide secure jobs for its employees. The employer also recognizes it is beneficial to solicit employee input when considering technological changes and will do so whenever feasible.

**SECTION 2.** The employer shall notify the union as far in advance as possible of proposed technological changes that may have an impact on the bargaining unit employees. In instances where job related purchases are initiated by the employer, whenever reasonably possible and there is expected adverse impact, the union shall be advised prior to the purchase. Upon request, the employer will meet with the union in a timely manner to discuss and negotiate the adverse impact of the proposed technological change upon the workforce in accordance with Article 5, Section 2, of this agreement. Technological changes are changes affecting equipment, method/process, material, and labor relations. Labor and management will endeavor to keep open communications during a technological change process. All parties involved in the technological change should understand the change itself and the purpose for the change.

**SECTION 3.** The employer agrees that when a technological change takes place that requires additional knowledge and/or skill on part of the employees in an affected unit, priority consideration for training shall be given to those employees affected by the technological change. The employer and union agree to encourage training and development of employees consistent with the needs of the employer and available resources by either on-the-job training, internal or external formal courses. To the extent controllable by the employer, such training shall be accomplished during duty hours. Costs for said training shall be borne by the employer. Training will not be used as a reward or punishment. The intent is to provide training based on business reasons, not personal relationships.



# ARTICLE 31

## AFGE/MANAGEMENT RELATIONS

**SECTION 1.** The union may designate a committee of not more than three to meet with the Commanding Officer and/or his/her representatives to discuss matters of mutual concern on an informal basis. Meetings will be held on an as needed basis. The party desiring a meeting will provide an agenda indicating the subject matter to be discussed. Individual grievances will not be a matter for consideration or discussion between the committee and the employer.

# ARTICLE 32

## EMPLOYEE ASSISTANCE AND COUNSELING

**SECTION 1.** The employer and the Union jointly recognize alcoholism as a treatable illness and drug abuse as a treatable health problem, and that these and other personal problems may affect work performance or behavior. It is also recognized that alcohol and drug abuse are incompatible with high standards of performance, readiness and mission accomplishment.

**SECTION 2.** The Employer agrees to offer referral for counseling to employees under the Navy's Civilian Employee Assistance Program in accordance with applicable rules and regulations where there is evidence that a performance/discipline problem exist or the employee so request.

**SECTION 3.** Employees can refer to the Department of the Navy Civilian Employee Assistance Program website at [www.DONCEAP.foh.hhs.gov](http://www.DONCEAP.foh.hhs.gov) at 1-844-366-2327 for detailed aspects of the program that will be followed.

# ARTICLE 33

## OFFICIAL TRAVEL

### SECTION 1. GENERAL

a. The Employer and the bargaining unit recognize that employees may be required to travel from their official duty station on official government business and that employees will be compensated for such travel expenses in accordance with law and existing regulations.

b. An employee who is authorized official travel shall exercise the same care in the incurrence of expenses and accomplishing a mission that a prudent person would use if traveling on personal business. In this connection, excess costs, circuitous routes, delays or luxury accommodations which are unnecessary or unjustified in the performance of a mission, are not considered acceptable as the application of prudence by the employee.

c. All travel requirements will be in accordance with the Joint Travel Regulations (JTR), Joint Federal Travel Regulations (JTFR), Government Charge Card Program (GOVCC), Department of Defense Financial Management Regulations (DoDFMR), and all local requirements.

d. In accordance with the JTR, the approving official shall determine the mode of transportation which is most advantageous to the Government while maintaining Safety Risk Management. In selecting the particular method of transportation to be used, the approving official shall consider the nature and duties of the employee requiring travel, the total cost to the Government, the total distance of travel, the number of points to be visited, energy conservation, and safety of the traveler.

# ARTICLE 34

## DURATION AND CHANGES

**SECTION 1.** This agreement, upon approval by the Department of Defense (DoD), will remain in full force and effect for a period of three (3) years; however, the agreement, by mutual consent of both parties, may be reopened at anytime for amendment. Requests for amendment shall be in writing and must be accompanied by a summary of the amendment or amendments proposed. Within thirty (30) calendar days of receipt of such request, representatives of the employer and the Union will meet to discuss the matter. Upon mutual agreement that reopening is warranted, the parties shall proceed to negotiate those matters and to duly execute any agreement(s) reached. Such amendment(s) shall also be subject to approval by DoD.

**SECTION 2.** Either party may give written notice to the other, not more than one hundred and five (105) days, nor less than sixty (60) days prior to the three (3) year expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for one (1) year periods, pending approval of the DoD.

**SECTION 3.** This agreement shall terminate automatically effective on the date when it has been determined by appropriate authority that the Union is no longer entitled to exclusive recognition in the unit, which this agreement covers.

**SECTION 4.** No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the employer, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

**SECTION 5.** The waiver of any breach or conditions of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**SECTION 6.** In the event renegotiation of this agreement is in progress and will not be completed by the termination date, the agreement will remain in full force and effect until a new agreement is completed and approved by the parties.



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL ADVISORY SERVICE  
4800 MARK CENTER DRIVE  
ALEXANDRIA, VA 22350-1100

JAN 13 2015

MEMORANDUM FOR THE COMMANDER, PROGRAM MANAGEMENT OFFICE  
STRATEGIC SYSTEMS PROGRAMS ( [REDACTED]

SUBJECT: Agreement between the Program Management Office, Strategic Systems Programs and the American Federation of Government Employees, Local 3830

The subject agreement executed May 15, 2014, was reviewed by this office pursuant to 5 U.S.C. §7114(c). By memorandum dated June 11, 2014, the agreement was disapproved. Subsequently, the agreement was renegotiated, executed on December 18, 2014, and resubmitted to this office for review pursuant to 5 U.S.C. §7114(c). The agreement is approved. Additionally, I note that the following mandatory understandings set forth in our memorandum of June 11, 2014 were revised as suggested and, as such, are no longer subject to mandatory understandings: 1) Preamble; 2) Article 2, Rights and Obligations of Management, Section 1; 3) Article 2, Rights and Obligations of Management, Section 2.c; 4) Article 5, Negotiations and Consultations, Section 1; 5) Article 5, Negotiations and Consultations, Section 2.a; 6) Article 18, Safety and Health, Section 2; and 7) Article 26, Labor Management Training, Section 1. The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation, or published policy.

This action is taken under authority delegated by DoDI 1400-25.M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to include the following:

“Approved by the Department of Defense on JAN 13 2015 .”

Please forward a signed copy of the approved agreement, along with one (1) copy of OPM Form 913B, as follows:

- a. One (1) electronic copy identified as the “final approved agreement” emailed to the Defense Civilian Personnel Advisory Service (DCPAS), Labor and Employee Relations Division (LERD) at: [dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil](mailto:dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil). An electronic version of OPM Form 913B is available at: [http://www.opm.gov/forms/pdf\\_fill/OPM913.pdf](http://www.opm.gov/forms/pdf_fill/OPM913.pdf).
- b. One electronic copy mailed to [REDACTED]

A copy of this memorandum was served on the union representative by regular mail on JAN 13 2015.



Acting Director  
Labor and Employee Relations Division

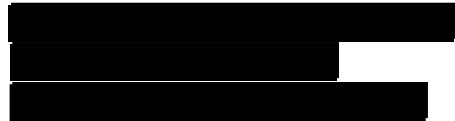
cc:



American Federation of Government Employees



Labor Relations Program Manager  
Department of the Navy  
Office of Civilian Human Resources




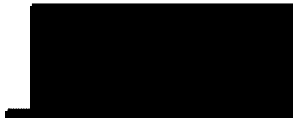
SECTION 7. The Employer will make this Agreement available electronically to all bargaining unit employees. New employees will be made aware of this Agreement and how to access it electronically.


CONTRACT EXECUTION

The Program Management Office Strategic Systems Programs, Shipboard Systems, Pittsfield Massachusetts (Employer) and American Federation of Government Employees, Local 3830 (Union), have executed this collective bargaining agreement on 18 Dec 2014 as attested by the signatures below:


For the Union:

  
American Federation  
of Government Employees,  
President, Local 3830

  
American Federation of  
Government Employees  
Chief Negotiator

  
Negotiator

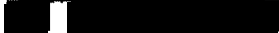
  
Negotiator

  
Negotiator

For the Employer:

  
CDR, U.S. Navy  
Commanding Officer

  
LCDR, U.S. Navy  
Chief Negotiator

  
Negotiator

  
Negotiator

  
Negotiator

