



2001
Agreement
Between

National Association of
Government Employees

Local RI-100

and

Naval Submarine Base New London

Naval Submarine Support Facility, New London

Naval Submarine School

Naval Ambulatory Care Center Groton

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PREAMBLE

This Agreement is made and entered into by and between Local R 1-100, National Association of Government Employees, herein after referred to as the "Union" and Naval Submarine Base New London, Naval Ambulatory Care Center Groton, Naval Submarine Support Facility New London, and the Naval Submarine School; herein after referred to jointly as the "Employer".

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the federal service and well-being of employees within the meaning of Title VII, Civil Service Reform Act, to promote and maintain mutual respect between employees and the Employer, to establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest.

WHEREAS the Union agrees to support the Employer in his efforts to eliminate waste; combat absenteeism; conserve materials and supplies; ensure timely completion of work; improve the quality of workmanship; encourage the submission of improvements and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, employees, and the local community.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I **RECOGNITION**

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees in the Unit (as defined in Section 2 below), and the Union recognizes its responsibilities to represent the interest of all eligible employees with respect to grievances, personnel policies, practices and procedures for other matters affecting their general working conditions.

Section 2. The Unit to which this Agreement applies is composed of all non-professional employees of the Naval Submarine Base New London, Naval Ambulatory Care Center Groton, Naval Submarine School, and Naval Submarine Support Facility New London, less management officials; confidential employees; supervisors; employees engaged in intelligence, counter-intelligence, investigative or security work which directly affects national security; any employee primarily engaged in investigation or audit functions relating to the work of individuals under the control of the Employer whose duties directly affect the internal security of the Employer; and employees who are paid from non-appropriated funds.

ARTICLE II
APPROPRIATE MATTERS

Section 1. Negotiations, consultation, and communications: It is agreed and understood that matters appropriate for consultation and negotiation between the parties are policies, practices and programs relating to work conditions that are within the discretion of the Employer. These include, but are not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay administration, reduction-in-force practices, hours of work, and proposed reorganizations.

Section 2. The fact that certain subjects are not listed as appropriate for negotiation does not restrict either party from meeting with each other to discuss changes in working conditions which both parties agree are appropriate for consultation under this agreement. The Employer will provide prior notification to the Union of changes in working conditions not specifically addressed elsewhere in this agreement. Where emergency conditions do not allow for prior notification, the Union shall be notified as soon as possible of the change and its causes.

Section 3. The Union and the Employer agree to provide each other with an advance copy of all Unfair Labor Practice charges seven (7) days prior to filing with the Federal Labor Relations Authority so that the parties may try to come to a mutually acceptable solution.

Section 4. The Union agrees that all requests for information will be presented in writing by the Union President to the Labor Relations Department, Human Resources Office Groton. This will ensure that the requests are properly directed and a timely response is given. Any information request otherwise presented will not be considered and no response will be given.

ARTICLE III
PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this agreement, the Employer and the Union and unit employees are governed by existing laws (including the Statute), future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General decisions, Office of Management and Budget issuances, Office of Personnel Management policies and regulations, Code of Federal Regulations, rulings of the Occupational Safety and Health Administration, and the policies and regulations of the Department of Defense, Department of Navy, and of the commands party to this agreement.

ARTICLE IV
RIGHTS OF EMPLOYER

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights afforded by 5 U.S.C. Chapter 71 are exclusively the Employer's. The failure of the Employer to exercise any right shall not be considered a permanent waiver of the Employer's right.

ARTICLE V
RIGHTS OF EMPLOYEES

Section 1. The Employer and the Union agree that they will not discriminate against employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity in accordance with Title VII, Civil Service Reform Act. Except as expressly provided herein after, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of organization representative. The Employer shall take such action consistent with law or with directives from higher authority as may be required in order to assure that employees are apprised of the rights described in the Article, and that no interference, restraint, coercion or discrimination is practiced within the activities covered under this agreement to encourage or discourage membership in any employee organization.

Section 2. No employee shall carry on any activities as a member, officer, or agent of any employee organization which will conflict with Title VII, Civil Service Reform Act.

Section 3. Nothing in this Agreement shall be construed to override or supersede the rights of employees as established under Section 7102, Title VII, Civil Service Reform Act.

Section 4. Employees have the right to review their Official Personnel Folder (OPF). Should their folder not be available electronically, or if a hard copy is required, it will be provided in five (5) working days at Human Resources Office (HRO) Groton. If the OPF cannot be provided in five (5) working days, the employee will be provided with the reason for non-availability.

ARTICLE VI
RIGHTS AND RESPONSIBILITIES OF THE UNION

Section 1. The Union shall have the right and responsibility to represent the interest of all bargaining unit employees. Additionally, it has the right to present its views and negotiate with the Employer on matters of concern either orally or in writing with respect to the formulation, development, and implementation of policies and programs affecting working conditions and relevant problems.

ARTICLE VII
UNION REPRESENTATION

Section 1. The Employer agrees to recognize duly designated Union officers and representatives. The Employer also agrees to recognize the right of the Union to designate a reasonable number of bargaining unit stewards-at-large/officers. The number of stewards-at-large/officers shall be the number reasonably required to assure that all eligible employees of the Unit are properly represented, but will not exceed a ratio of one (1) Union representative to forty (40) bargaining unit employees or fraction thereof. The Employer reserves the right to review and comment on the appropriateness of the number of stewards-at-large/officers required to represent all such employees. The Union shall supply the Employer, in writing, and maintain on a current basis, a complete list of all authorized representatives and duly designated Union officers together with the exclusive area each is authorized to represent, and work phone.

Section 2. The Employer agrees that official time shall be made available to stewards-at-large and other appropriate Union representatives while engaged in activities as permitted below, provided the time spent on such activities is kept within such limits as will not adversely affect the productivity of the representative or the employee consulted. For example, the following activities are some of those eligible for official time:

- a. Grievance avoidance - actions taken to investigate and informally resolve employee complaints at the lowest organizational element; discussions with aggrieved employees and their supervisors for this purpose; and discussions between Union stewards-at-large and supervisors concerning general working conditions.
- b. Negotiated grievance proceeding - actions pertaining to Union representation of employees during formal grievance proceedings, including investigation, pertinent discussions with aggrieved employees and management officials, and presentation of Union position at various stages of the negotiated procedure.
- c. Arbitration - actions pertaining to Union representation of employees and of Union interests during all phases of arbitration proceedings, including: interviewing witnesses and reviewing documents normally available during regular duty hours; and appearance at arbitration hearings.
- d. Union-management meetings - attendance at meetings of union-management committees of which the Union is a member according to the terms of this agreement and non-scheduled meetings called by management, including the preparation of an agenda for such meetings.
- e. New Employee Orientation - No more than two Union officials will be granted official time to discuss the Union's functions and responsibilities at all orientations for new employees. The Union shall be notified in a timely manner and will be provided a specific time period during the orientation to make its presentation.

f. Formal Discussion - The Union shall be given the opportunity to attend:

(A) Any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice, or other general conditions of employment; or

(B) Any examination of an employee in the unit, by a representative of the Agency in connection with an investigation if:

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

(2) The employee requests representation.

g. Other Union activities - all other activities of Union officials as specifically permitted under the negotiated agreement and Title VII, Civil Service Reform Act.

h. Meetings - Union officials are granted official time to meet weekly on Thursdays between 10:00 am and 12:00pm.

Section 3. Union employee representatives shall report to and obtain permission from their appropriate supervisor whenever they desire to use official time. The Union employee representative shall inform their appropriate supervisor of the work area to be visited, the anticipated duration, and the nature of the business to be conducted (informal complaint resolution, negotiated grievance proceeding, arbitration hearing, union management meeting, committee investigation, or other (specify)). A steward or other representative desiring to discuss a work-related matter with an employee shall also obtain the permission of the employee's supervisor before interrupting the employee's work. Employees desiring to leave their job to discuss an appropriate matter with the steward shall obtain their supervisor's permission before doing so, and shall report back to their supervisor upon completion. Contacts between employees and stewards will normally take place within the immediate vicinity of the employee's assigned area.

Section 4.

a. The president of Local R 1 -100 shall be allowed four (4) days per week to perform the duties of the office. The specific days on which these days will be used will be determined by agreement between the Union president and the department head in which the president works. The Vice President, the Secretary and the Chief Steward of the local are each allowed one (1) day per week to perform Union duties. The specific time will be determined by agreement between these officials and their respective supervisors. When use of the official time is denied, the time will be approved as soon as possible.

b. Only after the Union president is absent ten (10) consecutive work days, will the four (4) day time allowance devolve to the Union Vice President or duly designated Union officer. During the Union President's absences of less than ten (10) consecutive work days, no more than one (1) day per week will be permitted for the Vice President or duly designated Union officer to perform union duties normally performed by the President.

Section 5. The Employer agrees that officers or duly designated representatives of the Union or its regional or national offices, who are not employees at that activity, may be admitted to Naval Submarine Base New London (SUBASE) and/or into the activity upon approval of a Union request to the appropriate management authority of the activity for the purpose of meeting with officials or employees of the Employer in accordance with Section 2 above. Such visits shall be governed by the security regulations.

Section 6. Administrative excusal of Union officials for the purpose of attending Union-requested training will not exceed one hundred eighty (180) hours per year.

Section 7. The Employer agrees there shall be no restraint, interference, coercion, or discrimination against any Union officer or steward-at-large for performing the duties which may properly be assigned to them on such matters as processing employee complaints and grievances.

Section 8. The Employer agrees to recognize the duly elected/appointed officers and stewards of the Union. If the Employer determines the need to reassign/transfer a Union officer/steward-at-large, the Employer will endeavor to give the Union seven (7) working days advance notice whenever possible. Transfers from one shift to another will be done in accordance with current regulations and instructions.

Section 9. It is agreed mutually by the Employer and the Union that all efforts will be made to settle differences at the lowest supervisory level practicable.

ARTICLE VIII **HOURS OF WORK**

Section 1. The administrative workweek or "pay week" is a period of seven (7) consecutive days within which the basic work is scheduled. It consists of the regularly scheduled tour of duty and the regular days off. It shall normally run from 12:01 am on Sunday through 12:00 midnight on the following Saturday, except that it may be varied to avoid carrying fractional workdays from one week to the next.

Section 2. The basic workweek for full time employees not participating in an alternate work schedule shall consist of five (5) consecutive 8-hour days, normally Monday through Friday, except for those employees whose services are determined by the Employer to require other basic workweeks. Where such basic workweeks are required, two (2) consecutive days off shall be scheduled whenever possible.

Section 3. A lunch or other meal period is an approved period of time in a nonpay and nonwork status that interrupts a basic workday or period of overtime work for the purpose of permitting employees to eat or engage in permitted personal activities. A thirty (30)-minute lunch period will normally be scheduled at or near the half-way point of an assigned tour of duty, and will normally be free from all duty requirements. Employees may work straight through their assigned tour of duty without taking a lunch break, subject to the prior approval of their supervisor.

Section 4. It is agreed that before changing an employee's work hours as stated in Section 3 above, the Employer will notify the Union.

Section 5. Management recognizes that changes in an employee's work hours can have an adverse impact on such things as child care and elder care arrangements, etc. Therefore, except for compelling needs of the Employer, the days and hours of an employee's basic work week shall not normally be changed without seven (7) calendar days advance notice.

Section 6. All employees working on second and third shift assignments shall receive the applicable shift differential in accordance with appropriate regulations.

Section 7. In cases of interrupted or suspended operations, employees who cannot be assigned to other work will be administratively excused by the Commanding Officer of each respective command or placed on annual leave (or LWOP where an employee does not have annual leave) in accordance with applicable laws and regulations. However, this provision does not apply to employees excluded by applicable laws and regulations. Determination of emergency personnel to be retained will be the responsibility of the appropriate management personnel. Whenever feasible, retention of emergency employees will be on a rotational basis.

Section 8. Fire Department: When standby has been determined to be necessary by the Senior Fire Officer, instruction, or regulation, it shall be at the site of operation except when it is determined by the Senior Fire Officer that specific apparatus and crews may remain on full alert status in quarters. The Senior Fire Officer will ensure that at least one company is available for immediate response dressed in complete protective clothing.

Section 9. When an employee cannot report for work, it is necessary that the immediate supervisor be notified no later than two (2) hours after the start of the workday. Supervisors of shift workers shall be notified at least one (1) hour prior to the start of the shift. Should the immediate supervisor be unavailable to answer the phone call, the absent employee will leave a phone message that explains the basis for and the expected duration of the absence. When employee is precluded from calling because of unforeseen circumstances or emergencies, a previously designated person (or persons) may call instead.

Section 10. The Employer may change an employee's shift hours (other than 1st shift) to permit participation in grievance appeals, disciplinary and other official hearings, training and periodic physical examinations when it is impracticable or undesirable to conduct the hearings, training or examinations during the employee's normal hours of duty, subsequent to notifying the Union. Employees will be given as much advance notice of such changes as is practicable.

Section 11. The following factors will normally be considered as a method for determining the assignment of qualified employees to a different permanent (but not rotating) work shift/days off:

- a. Volunteers will be given first consideration in order of their seniority as defined in Article XIII.

b. In the absence of volunteers, employees with the least seniority as defined in Article XIII. However, this section does not preclude management from reassigning an employee for reasons personal to the employee, such as misconduct or loss of qualifications.

Section 12. The Employer agrees that management-initiated security/fire/RADCON drills should be scheduled during such times that its impact on the employees would not delay the employees' normal departure. If a non-exempt employee is detained beyond normal departure time by a management-initiated action, compensation will be determined in accordance with the Fair Labor Standards Act.

Section 13. It is agreed and understood that when a change in the firefighter work schedule becomes necessary, the Employer will give the Union prior notice and an opportunity to bargain over the impact and implementation of the change. Currently firefighters are divided into two groups which work alternating twenty-four (24) hour tours for a total of one hundred forty-four (144) hours per pay period. One (1) day per pay period is a scheduled non-work (Kelly) day. In reference to Kelly days, employees may exchange duty upon approval of the assistant Fire Chief. Such exchanges will be administered in a fair and equitable manner when submitted one (1) pay period in advance. Fire Inspectors will work five (5) consecutive days, one (1) day as a twenty-four (24) hour tour, and each of the remaining four (4) days for an eight (8) hour tour.

Section 14. When because of urgent circumstances it becomes necessary to provide for the tardy arrival of an employee/employees, those employees arriving late may be administratively excused.

ARTICLE IX **OVERTIME**

Section 1. Employees may be required to work overtime. When so required, the employee shall be compensated at the prevailing overtime rate or granted compensatory time in accordance with appropriate regulations. It is agreed that the assignment of overtime is a function of the Employer. Overtime work assignments shall be distributed, reviewed and posted on a quarterly basis among employees reporting to the same supervisor. Overtime assignments will be consistent with workload requirements and the availability of employees with the requisite qualifications and performance capabilities. Preference shall be given to employees who are currently assigned to the job. If no currently assigned employees are available, consideration will be given to other qualified employees. Employees who feel they have been denied equitable overtime assignments shall, upon request, be advised by the supervisor of the reason thereof. Necessary record keeping to ensure equitable distribution of overtime will include declinations of offers to work an overtime assignment. An employee's declination of offers will not be used as a factor in performance ratings or in any way be related to a disciplinary action.

Section 2. The Employer will make every effort to provide at least three (3) days advance notice of an overtime assignment to allow for adjustment of personal commitments. The Employer agrees to allow employees who are required to work overtime without prior notice, one (1) phone call to their respective homes at government expense. When an overtime assignment results in a significant personal inconvenience or financial hardship on the employee, the Employer will relieve the employee if:

- a. The employee requests such relief with reasonable advance notice, and
- b. Another employee is available and able to perform the work required without any loss of efficiency.
- c. The employer agrees to allow employees who are required to work overtime without prior notice, one (1) phone call to their respective homes at government expense.

Section 3.

a. The Employer recognizes that employees will occasionally be unavailable to work overtime due to personal situations. However, should these situations occur, it is expected that the employee will bring it to the attention of his/her supervisor at the commencement of the workday or as soon as possible thereafter. Should the Employer still require the services of an employee to work overtime and that employee cannot work overtime, the Employer, if feasible, will attempt to find a qualified replacement; otherwise, the original employee will work overtime.

b. Overtime policy for the Fire Division will be set in accordance with the minimum manning procedures as set forth by the Commanding Officer. For rotational purposes, overtime will be considered as overtime worked in excess of one (1) hour. Personnel working overtime in excess of one (1) hour will be rotated to the bottom of the overtime schedule. The Employer agrees to seriously consider an employee's three (3)-day break, five (5)-day break, or previously approved annual leave when overtime is required. If the employee on break is not called for overtime, he/she will maintain his/her position on the overtime list.

Section 4. Overtime will be authorized, computed, and paid in accordance with applicable regulations.

Section 5. An employee shall receive at least two (2) hours of overtime pay if he/she is called back to work at a time outside of and unconnected with his/her scheduled hours of work and within his/her basic workweek to perform unscheduled overtime work of less than two (2) hours duration, in accordance with 5 C.F.R. §550.112(h). Employees may elect compensatory time in lieu of overtime, subject to the provisions of the Fair Labor Standards Act.

Section 6. General Schedule employees whose basic scheduled rate of pay is less than GS- 10, Step 10 may elect to receive either overtime pay or compensatory time earned for overtime hours worked. General Schedule employees who are excluded from coverage by the Fair Labor Standards Act (FLSA Exempt) and whose basic scheduled rate of pay exceeds GS-10, Step 10 may be required to accept compensatory time earned in lieu of overtime pay for overtime hours worked. Wage Grade (WG) employees at any grade level may elect to receive either overtime pay or compensatory time earned for overtime hours worked.

Section 7. In cases of emergency as determined by the Employer where employees are not informed of overtime assignments prior to the start of the regular shift and are required to work more than two (2) hours beyond the end of the regular shift, an opportunity to obtain food and reasonable time to consume it on the job will be provided. If the emergency is such that employees are unable to leave the job site, the Employer agrees to obtain food for the employees, at the employees' expense, and deliver it to the job site. If the nature of the work is such that it must be stopped or interrupted, the Employer may schedule a formal lunch

period which shall be nonwork time. In this event, the scheduled lunch period shall be free from all duty obligations except for an immediate and compelling work assignment which arises during scheduled lunch period. If an immediate and compelling emergency should arise, employees shall be in a work status immediately on resuming work. Where it is anticipated that, because of emergency conditions, firefighters' consumption of breakfast, lunch, or dinner will be delayed by more than two (2) hours, the Employer agrees to obtain food at the employees' expense, deliver it to the job site, and make arrangements for consumption as conditions allow. On extended operations between the hours of 9:00pm to 7:00am, if the firefighters' assignments exceed five (5) continuous hours, the Employer will obtain food for the firefighters at the firefighters' expense.

Section 8. Overtime and leave normally will not be scheduled during the same pay period. Unscheduled overtime may be worked by an employee who has taken scheduled leave during the pay period only when determined by the Commanding Officer or his/her designated representative that the employee's performance of unscheduled overtime is essential.

ARTICLE X **ENVIRONMENTAL AND HAZARD PAY PROVISIONS**

Section 1. Employees will be paid Environmental Differentials and Hazard Pay Differentials in accordance with 5 C.F.R. §532 or §550 as appropriate.

ARTICLE XI **HOLIDAYS**

Section 1. Full time employees shall be entitled to holiday benefits, consistent with applicable regulations, in connection with all federal holidays now prescribed by law and any that may be added by law. Holidays designated by Executive Order shall be observed as legal holidays.

Section 2. Holidays will normally be observed as non-work days. For employees working a Monday through Friday work schedule, when a holiday falls on a Saturday, the holiday will normally be observed on the preceding Friday; likewise, when a holiday falls on a Sunday, it will normally be observed on the following Monday. For employees on compressed work schedules, if a holiday falls on a non-work day, the employees' preceding workday will be the designated 'in lieu of ' holiday except if the holiday falls on a Sunday non-workday of an employee, the subsequent workday will be the employees' designated "in lieu of ' holiday. (5 U.S.C. 6103(b).)

Section 3. Pay for holiday work shall be computed in accordance with applicable laws and regulations.

Section 4. The Employer agrees to provide as much advance notice as possible to an employee who is required to work on a holiday, and to provide the employee with the reason(s) for the work assignment upon the employee's request.

ARTICLE XII **LEAVE OF ABSENCE**

Section 1. At the discretion of the Employer, employees may be granted leave without pay. Employees on approved leave without pay shall accrue all rights and privileges, including retirement benefits and coverage under group life insurance and Federal Employee Health Benefits Program, except as limited by

applicable laws and regulations.

Section 2. The Employer agrees that when given adequate advance notice in writing that an employee in the Unit has been elected or appointed to serve as a delegate to any Union activity requiring a leave of absence, such employee may be granted annual leave, and/or leave without pay, whenever possible, consistent with workload requirements.

Section 3. Employees returning to duty from approved leave will be granted such rights, privileges and seniority to which they may be entitled at that time, in accordance with applicable statutes and regulations.

Section 4. The Employer recognizes the bumping and retreat rights of an employee on leave of absence in situations where the employee is affected by reduction-in-force action during his/her leave of absence.

Section 5. Employees who have completed at least twelve (12) months of service and who are not serving under a temporary appointment of one (1) year or less may request unpaid leave under the provisions of 5 C.F.R. §630, Absence and Leave, Subpart L, (Family and Medical Leave). Approval shall be subject to those provisions and granted for up to a total of twelve (12) administrative work weeks during any twelve (12)-month period that is necessary to manage one of the following circumstances:

- (1) Birth of a son or daughter of the employee and the care of such a son or daughter;
- (2) Placement of a son or daughter with the employee for adoption or foster care;
- (3) Care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- (5) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

An employee may elect to substitute annual or sick leave for this unpaid leave. The use of paid leave for such a purpose is subject to the provisions of 5 C.F.R. §630, Absence and Leave, Subpart L, (Family and Medical Leave).

ARTICLE XIII **SENIORITY**

Section 1. Wherever used in this Agreement and wherever not in conflict with existing law or directives of higher authority, seniority shall be defined as length of service as a civilian employee holding an appointment under which the salary is payable from appropriated funds at activities covered by this agreement.

Section 2. In the case of employees with broken service, seniority shall be computed from a constructive date of employment defined as the date on which the employee would have entered on duty if all service had been continuous.

Section 3. Where there is a conflict, the employees in question will provide the supervisor with the information necessary to make a decision.

ARTICLE XIV
ANNUAL LEAVE

Section 1. Employees shall earn and use annual leave in accordance with applicable federal laws, rules and regulations. Annual leave is a benefit afforded by law so that employees may have an opportunity for recreation and rehabilitation. Annual leave will be scheduled with due consideration to the needs of the Employer, but non-use of annual leave is not in itself desirable or commendable.

Section 2. Annual leave to an employee's credit, including leave that will accrue to him/her during the year, may be granted at any time during the year. However, employees requesting advance leave must make it known to their supervisor to prevent pay loss.

Section 3.

a. The Employer agrees to develop tentative schedules of annual leave for vacation purposes. Every reasonable attempt consistent with workload requirements will be made to satisfy the desires of the employees with respect to the approval of two (2) consecutive weeks of annual leave for vacations. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be provided in writing to the affected employee(s). Previously approved vacation leave may be canceled within three (3) workweeks of the scheduled starting date in the event that the Employer determines that an emergency exists, in which case the nature of the emergency will be specified in the statement of reasons provided in writing to the affected employee(s). The period from 1 June to 30 September will be considered the nominal vacation period, subject to the needs of the Employer. Requests for annual leave for the vacation period

of one (1) or two (2) weeks continuous duration shall be submitted on Standard Form 71 to the supervisor during the period through 31 March. Supervisors will post the approved vacation schedule no later than 30 April. If a conflict arises during the scheduling, it is agreed that the employee within the same occupation and level in the organizational element concerned who possesses the greatest seniority as defined in Article XIII of this Agreement will be given first preference of the desired time with subsequent choices based on the same criteria. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection if such change will disturb the choice of another employee. Supervisors may approve a change in selection provided another employee's selection is not disturbed. Approved leave will be confirmed in writing on request.

b. Requests for annual leave by shift personnel for legal holidays other than those included under prime time (as defined by Article XIV, Section 3) shall be approved on an equitable, rotational basis.

Section 4. Employees' requests to take short periods of annual leave will usually be granted, subject to workload, if reasonable notice has been given the immediate supervisor or, in his/her absence, the designated alternate. Normally, reasonable notice for the purpose of this Section shall be considered as one (1) day (24 hours) notice for one day off, and one week notice for one week off. When annual leave has been requested, the supervisor will render a decision as soon as practicable. It is recognized by both parties that operating needs sometimes vary, and that the Employer may find that these needs will require the curtailment of leave at times. Approval of annual leave for emergencies will be granted on an individual case basis. Applications for annual leave shall be submitted in writing on Standard Form (SF) 71. The immediate supervisor will note his/her decision in writing on the SF-71 and return it to the employee. If the decision is to disapprove, a brief statement of the reason will be provided on the SF-71.

Section 5. Special consideration will be given to granting annual leave upon request in circumstances such as, but not necessarily limited to the following:

- a. the employee's birthday
- b. Weddings
- c. Graduations
- d. Non-federal holidays
- e. Religious observances
- f. Attendance at conventions of veterans' organizations or other organizations of which the employee or family member is a member.

Section 6. The Employer encourages the taking of short periods of leave at frequent intervals throughout the year to avoid the accumulation of large balances which must be taken or lost at the end of the leave year. Employees possessing in excess of thirty (30) days annual leave are jointly responsible with their supervisors for developing a leave schedule to avoid the excessive use of leave in the last three (3) pay periods in the leave year. The potential loss of leave is not in itself a legitimate justification for requesting in excess of five (5) days in the last three (3) pay periods.

ARTICLE XV SICK LEAVE

Section 1. Subject to the provisions of 5 C.F.R. §630, Subpart D - Sick Leave, employees shall be granted sick leave, upon filing a written application which is supplied by evidence which is acceptable, when they:

- (1) Request in advance to receive medical, dental, or optical examination and treatment;
- (2) Are incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) To the extent possible, request in advance to provide care for a family member as a result of physical or mental illness; injury, pregnancy, childbirth; or medical, dental, or optical examination or treatment;
- (4) To the extent possible, request in advance to make arrangements necessitated by the death of a family member or attend the funeral of a family member;
- (5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- (6) For purposes relating to the adoption of a child, including, appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- (7) To the extent possible, request in advance to care for a family member with a serious health condition.

Up to a total of one hundred four (104) hours of sick leave may be granted to an employee during any leave year for the purposes described in (3) and (4) above, (or in the instance of a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave normally accrued by that employee during a leave year). However, any such leave in excess of forty (40) hours but not to exceed a total of one hundred four (104) hours may only be granted if employee concerned retains a sick leave balance of at least eighty (80) hours, upon completion of the period of leave (or in the instance of a part-time employee or an employee

with an uncommon tour of duty, an amount equal to twice the average number of hours of work in the employee's scheduled tour of duty each week).

A total of up to twelve (12) weeks of sick leave each year may be granted to an employee for the purpose described in (7) above. However, any such leave in excess of forty (40) hours, but not to exceed a total of twelve (12) weeks, may only be granted if the employee concerned retains a sick leave balance of at least eighty (80) hours upon completion of the period of leave (or, in the instance of a part time employee or an employee with an uncommon tour of duty, an amount equal to twice the average number of hours in the employee's scheduled tour of duty each week.) Unplanned sick leave call-in procedures are described in Article VIII, Section 11.

Section 2. Management will treat employees fairly in the administration of sick leave. Absences on sick leave will be handled as follows:

a. Sick leave may only be granted when supported by evidence that is administratively acceptable to management. Periods of absence on sick leave in excess of three (3) working days of continuous duration must ordinarily be supported by Standard Form 71 which will include a physician's certificate that the employee was under the physician's care for the duration of the absence and that the employee's medical condition during the absence made reporting to work inadvisable. Both the SF-71 and the physician's certificate must be filed within seven (7) days after return to duty or the absence will be charged to absence without leave (AWOL). In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her illness may be accepted when the absence is for five (5) working days or less, and when the supervisor determines that it would be unreasonable to require a medical certificate because the illness does not require the services of a physician. Employee statements must be submitted in sufficient detail to permit a reasonable evaluation of the circumstances and must be filed within seven (7) days after return to duty.

b. Employees in positions subject to physical requirements who have been out sick for more than seven (7) consecutive calendar days may be referred to Occupational Health before returning to work, in accordance with 5 C.F.R. §339 and other applicable regulations.

Section 3. In cases of serious disability or illness, certified by a physician, up to thirty (30) days sick leave may be advanced to any employee. Sick leave shall not be advanced to an employee known to be contemplating separation by resignation or retirement, and in any other case, there should be reasonable expectation of return to duty as prerequisite to advance sick leave. It is agreed that:

a. Serious disability or illness is to be construed as any disability or illness lasting thirty (30) calendar days or more.

b. Advanced sick leave in the above cases will not normally be granted until the employee has used all annual leave in excess to the amount he/she is entitled to accumulate under applicable regulations at the beginning of the first pay period in the calendar year. For most employees, this amount is thirty (30) days or two hundred forty (240) hours.

c. Exceptions to the above as it pertains to the granting of advanced sick leave, even though the employee has excess annual leave, must be approved by the appropriate management authority.

d. Requests for advanced sick leave will not normally be considered for periods of less than five (5)

workdays, if the employee has annual leave available for the absence. Exceptions to the granting of advanced sick leave for periods of less than five (5) work days even though the employee has available annual leave, must be approved by the appropriate authority.

e. Immediate supervisors will process requests for advance sick leave promptly, and forward their recommendations for approval or disapproval to the appropriate management authority. An employee should normally receive a decision within ten (10) working days. In cases of disapproval, the employee will be furnished the reasons in writing.

ARTICLE XVI **CIVIC RESPONSIBILITIES**

Section 1. Since jury duty is a civic responsibility, it is the policy of the Employer to request release of an employee from jury service only in those exceptional cases where the public interest would be better served by the employee remaining on the job. Before being granted court leave, the employee shall complete an Application for Leave (SF-71) and submit it to the Employer together with a true copy of his/her summons for jury service. Upon completion of his/her service, the employee shall present to the Employer satisfactory evidence of the time served on such duties. Any jury fees received must be returned to the Employer.

Section 2. Employees are encouraged to serve on jury duty and may be excused from work without charge to leave for the time necessary to travel to and from the jury site. In addition, if the employee is released from jury duty before the end of his/her normal workday, he/she may be excused up to a maximum of four hours without charge to annual leave. If an employee is excused for one or more full days of jury duty, the employee will be expected to return to duty. An employee's entitlement to continuation of night pay differential will be determined in accordance with 5 C.F.R. §532 or §550 as applicable.

Section 3. The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the Employer agrees that:

a. "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual employee is prohibited.

b. When envelopes are used, each individual who desires to keep his/her gift private may use any envelope of his/her choice without his/her name being placed thereon unless he/she elects to do so.

c. Supervisors will not solicit subordinates.

d. Officers, the Chief Steward, and stewards-at-large of the Union shall not solicit contributions directly from any employee.

e. Normally, civilian personnel will be solicited by civilian personnel and military personnel will be solicited by military personnel.

f. Coercion, either overt or implicit, shall not be practiced by collectors, supervisors, or other

personnel.

The Union agrees that:

- a. It will support the objectives of campaigns authorized by applicable regulations and approved by the Employer for solicitation during working hours.
- b. It will assist in informing employees about the services and needs of recognized voluntary organizations.

Section 4. Employees on duty who desire to vote on the date of any national or state election or in referendums on a civic matter in their community and are eligible to vote in such, may be excused for a reasonable time for that purpose, as follows:

- a. Where the polls are not open at least three hours either before or after an employee's regular hours of work, an amount of excused leave may be granted which will permit the employee to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.
- b. If an employee's voting place is beyond nominal commuting distance and vote by absentee ballot is not permitted, the employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his/her ballot. Where more than one day is required to make the trip to the voting place, the Employer shall observe a liberal policy in granting the necessary leave for this purpose. Time off in excess of one (1) day shall be charged to annual leave or if annual leave is exhausted, then to leave without pay.
- c. Employees able to vote by absentee ballot shall not be authorized time off.
- d. Employees who do not intend to vote are not entitled to time off.

Section 5. Employees are entitled to use up to seven (7) days paid leave each calendar year to serve as a bone-marrow donor. An employee is also entitled to use up to thirty (30) days each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave in accordance with 5 U.S.C. §6327.

ARTICLE XVII **PROMOTIONS, REASSIGNMENTS, AND DETAILS**

Section 1. It is agreed that all promotions, reassignments and details within the bargaining unit will be in accordance with applicable laws, regulations and the HRO GROTON MANUAL. A copy of the instruction will be made available to employees.

Section 2. It is agreed that the name of an employee selected for promotion will be furnished to the Union.

Section 3. In order to minimize the impact of reduction-in-force, the Employer agrees to register affected employees in the DoD Priority Placement Program for placement in positions for which they are qualified.

Section 4. The Employer will maintain records of all details and temporary promotions, which will be

available for inspection by officials of the Union upon request.

Section 5. The Employer will provide the Union with copies of proposed changes to the Merit Promotion Plan. The Employer agrees to consider proposed changes submitted by the Union and to consult with the Union concerning such proposals in accordance with Article VI, Section 1.

Section 6. When an employee no longer meets the physical qualifications of his/her position, the Employer will consider offering that employee a vacant position at an equal or lower grade for which: (a) the Employer is actively recruiting, and (b) the employee is qualified. Management will make every reasonable effort to provide the employee with training for the newly assigned position.

Section 7. In the assignment of details, management will not select individuals with the intent and purpose of affording certain employees an undue opportunity to gain qualifying experience or to prevent others from gaining such experience.

Section 8. Details are appropriate under temporary circumstances including, but not limited to, filling vacant positions, performing light duty assignments, and meeting emergencies. Details to higher graded positions which are expected to continue for more than thirty (30) days will normally be rotated among qualified employees of that activity, to the extent feasible, and temporary promotions are strongly encouraged. Employees selected for such extended details who otherwise meet all the requirements of the position will be temporarily promoted after thirty (30) days.

ARTICLE XVIII **REDUCTION IN FORCE PRACTICES**

Section 1. In the event of a Reduction-in-Force (RIF), the Employer will notify the Union and fulfill its bargaining obligations. Written notification to the Union shall be made at the earliest possible date prior to the general notice to employee. The notification will include:

- a. The reason for the action to be taken;
- b. The approximate number of employees who may be affected initially;
- c. The types of positions anticipated to be affected initially; and
- d. The anticipated effective date that action will be taken.

Upon request, additional available information relative to the proposed RIF will be provided to the Union if it is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining.

Section 2. During periods of reduction in force, the Union agrees to cooperate with the Employer in communicating to employees the basis and reasons for the reduction and further agrees to cooperate in assisting affected employees in obtaining employment.

Section 3. In order to minimize the impact of reduction-in-force, if the Employer agrees to fill existing vacancies, they will do so, to the extent practicable, through placement of qualified employees who might

otherwise be affected by the reduction-in-force action. Further, if management determines not to fill existing vacancies, upon request, the Union will be advised of the reason for not doing so.

Section 4. Any career or career-conditional employee who is separated as a result of reduction in force, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such employees shall be given preference for reemployment in accordance with applicable regulations.

Section 5. The bumping and retreat rights of employees affected by reduction in force shall be governed by applicable statutes, Office of Personnel Management regulations and Department of the Navy directives.

Section 6. The Employer agrees to provide, during working hours, briefings to employees identified for separation under reduction in force. Typical briefing topics include such matters as: (1) How to register in a variety of automated job placement programs, (2) Assistance in reviewing vacancy announcements and in completing application forms, (3) Understanding the Separation Incentive Program where applicable, and (4) Availability of Joint Partnership Training Act benefits.

Section 7. The Employer will consider retraining qualified employees who will be displaced from their competitive level in a reduction in force, if the Employer determines that the employee has the capacity, adaptability, and special skills needed to successfully perform all critical elements of the specific position without undue interruption to that activity and without loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.

Section 8. Upon request, an employee will be given first consideration when management re-establishes a prior position from which the employee was involuntarily displaced.

Section 9. Except in case in which an employee has the right to appeal directly to the Merit Systems Protection Board under any law, rule, or regulation, and subject to the provisions of 5 U.S.C. 1214, any employee may seek corrective action from the Board under 5 U.S.C. 1221, if such employee seeks corrective action from a prohibited personnel practice described in 5 U.S.C. §2302(b)(8) from the Special Counsel and the Special Counsel notifies the employee that an investigation concerning him/her has been terminated; and no more than sixty (60) days have elapsed since notification was provided to the employee that such investigation was terminated, or one hundred twenty (120) days after seeking corrective action from Special Counsel, the employee has not been notified by the Special Counsel that the Special Counsel shall seek corrective action on behalf of the employee (i.e. order a stay of the personnel action involved).

ARTICLE XIX **PARTICIPATION IN WAGE SURVEYS**

Section 1. The Employer recognizes the right of the Union to request that area wide surveys be conducted where significant changes occur in industrial wages in the area. Such requests, if so desired by the Union, will be forwarded via the Human Resources Office.

Section 2. It is agreed that the Union shall be notified by the Employer as soon as practicable after the Employer received his notice ordering an area wage survey.

Section 3. In accordance with the procedures governing the Coordinated Federal Wage System, the Local

Wage Survey Committee determines the number of data collectors needed for a wage survey. Once this requirement is established and if the Employer is requested to furnish Union members, the Union will be advised through its member on the committee to submit the names of those employees it recommends as regular and alternate data collectors.

Section 4. The Employer recognizes the valuable contributions the Union can make in developing wage policies, assisting in wage survey matters, and furthering interest in matters relating to pay. To this end, opportunity will be afforded the Union to submit their views orally or in writing on wage survey matters to the Local Wage Survey Committee. This shall include, but not be limited to, such matters as the addition or deletion of firms and/or ratings to be surveyed and the expansion or contraction of the area to be surveyed.

ARTICLE XX **POSITION AND JOB DESCRIPTIONS**

Section 1. The Employer is fully and exclusively responsible for deciding what the duty and responsibility content of each position shall be, and for the accuracy and adequacy of descriptions. Duties may be added, removed, or changed because economical and efficient position management programs are a continuing responsibility of the Employer. Employees may, upon request, review or receive a copy of their position or job descriptions in the administrative unit of their respective offices and departments. The employee shall receive a copy of his/her position description whenever a new or amended description has been processed.

Section 2. The Employer agrees that when an employee believes his/her position or job description does not accurately or adequately describe continuing duties and responsibilities, exclusive of details, an employee may discuss and review the matter with his/her supervisor. The review shall include discussion with the employee, and if desired by the employee, he/she may be accompanied by a Union representative. Upon completion of the discussion and review, if it is determined by management to have merit, a new or amended description shall be submitted to the classifying authority. The Employer recognizes the right of the employee to grieve the accuracy of the position description in accordance with Article XXIX.

Section 3. Classification appeal rights (5 C.F.R. §511 for General Schedule or 5 C.F.R. §532 for blue collar) are found on the Department of Defense (DoD) and Office of Personnel Management (OPM) websites (currently www.cpms.osd.mil or www.opm.gov). Employees and Union officials have the right to consult with the classifying authority relative to the exercise of these rights.

Section 4. The right to appeal position classifications without fear, restraint, prejudice, or reprisal is retained by all employees.

ARTICLE XXI **TRAINING**

Section 1. The Employer and the Union agree that training and development of employees are matters of primary importance to both parties. The Employer agrees to the necessary maintenance and improvement of a structured, effective training and development program that is fair, accessible, and equitable to all employees. To this end, the Employer will plan for the training and development of employees consistent with governing laws, rules or regulations to accomplish the mission and to provide the expertise that will allow employees to perform their job responsibilities effectively. Identification of training needs is the

responsibility of the Employer. It mutually agreed that identified training needs be fulfilled as available through use of formal on/off site courses, correspondence courses, locally developed training, and on-the-job training.

Section 2. The Employer agrees to recommend approval of enrollment of employees in job- related military correspondence courses, subject to security requirements for classified courses.

Section 3. It is agreed by the parties that an equitable distribution of training opportunities will be made available amongst equally qualified employees; consistent with course criteria, qualifications, fully successful (or better) performance, and the work experience of the employees involved. Merit principles/procedures will be utilized in the selection for training leading to promotion.

Section 4. Fire Protection Division drills conducted after hours will have hour for hour standby time granted within a reasonable time.

Section 5.

a. Management encourages employees to participate in no-cost-to-the government training courses, seminars, and college courses and agrees that whenever possible, to grant annual leave, leave without pay, or consider adjustments to the employee's work schedule for that purpose.

b. Supervisors of fire protection personnel will be similarly receptive to changed Kelly days and/or employee swaps of time in order to meet off-duty educational requirements.

Section 6.

a. Management encourages employee self-development through participation in training courses, seminars, and college courses which are related to the employee's assigned duties. Prior to enrollment, the employee will submit a written request on a standard form DD-1556 to the Employer for reimbursement of course costs. The Employer will reimburse approved courses in accordance with 5 C.F.R. §410. The Employer will support such training whenever possible, by approving annual leave, leave without pay, or consider adjustments to the employee's work schedule for that purpose.

b. Supervisors of fire protection personnel will be similarly receptive to changed Kelly days and/or employee swaps of time in order to meet off-duty educational requirements.

Section 7. Climatic conditions such as extreme heat, cold, hazardous weather, etc., will be a factor in management's consideration of assigning employees to participate in outdoor training exercises.

ARTICLE XXII **EMPLOYEE MORALE**

Section 1. The Employer will provide and designate clean and adequate lunch areas for employees as near their workstation as possible.

Section 2. The Union and the Employer agree to conform to the parking instruction and assignments of parking signed into agreement. In the event of an unforeseen emergency not covered in the agreement, the Employer will notify the Union of any parking changes.

Section 3. It is agreed that the Employer will continue to maintain vending machines and sales locations for items of food and beverages and small convenience items. Use of such facilities during lunch periods and at other times on a not-to-interfere basis with work is encouraged. It is further agreed that the Employer will consider the view of the Union with regard to the number and types of facilities and services provided, and will negotiate with the Union prior to making significant changes in services or facilities.

Section 4. The Employer agrees that one member of the Civilian Welfare and Recreation Association shall be nominated by the Union and appointed by the Commanding Officer, Naval Submarine Base.

Section 5.

a. The Employer agrees to notify the Union in advance of all contracting actions which will adversely affect career employees. The Employer further agrees to minimize displacement action to the extent permitted by law, rule or regulations, for the retention of career employees. The Employer agrees to advise the Union in advance of the date, time, and location of a public bid opening conference for a contract to perform work currently performed by bargaining unit employees. The Union will be allowed to have a Union representative present at the bid opening conference. If an in-house cost estimate was prepared, cost comparison work sheets and specific detailed supporting data will be made available to the Union upon request after bid opening

b. Should the Employer intend to use non-bargaining unit personnel in the place of unit employees, the appropriate Employer will notify the Union so as to provide it an opportunity to make known its view. Where a final decision is made to use non-bargaining unit personnel in place of unit employees, the appropriate Employer will upon request meet and confer with the Union concerning the impact of the decision on unit employees in accordance with law, rule, and regulation.

Section 6. In recognition of the Union's particularized need, the Employer agrees that information regarding actual employee strengths will be furnished to the Union upon request. In addition, the Employer will provide a list of all bargaining unit employees with pertinent data to the Union upon request.

Section 7. Reasonable time as determined by the Employer will be provided to employees as part of their work assignments prior to the lunch period and prior to the close of working hours where necessary to enable employees to perform necessary personal hygiene and to draw, turn in, or put away tools, government property, and equipment in their possession. Management and the Union agree that the time for the application of this section will be established between the employees and their supervisors contingent on work assignment.

Section 8. Fire Protection Division personnel, except the Assistant Chief, shall be allowed to wear a work uniform mutually agreed upon by the Employer and the Union. The work uniform may be worn at daily roll call and while performing station duties, except in circumstances identified by the Senior Fire Officer.

Section 9. Personnel required by the Employer to wear a prescribed uniform may, upon approval of the parties, wear pins and logos related to their profession, in addition to recognized Union pins and those prescribed by the Employer.

Section 10. Fire Protection Division Personnel: The Employer agrees that the privacy of the living quarters,

i.e., day room, locker room, bunk rooms, Captain's bunk room, and kitchen, shall be honored and shall guard against indiscriminate/unauthorized use of the facilities by other than Fire Protection Personnel. The Employer also agrees to post signs identifying the living quarters for "Authorized Personnel Only."

Section 11. Fire Protection Division employees may request that their dependents be granted access to the fire station(s) between 5:00pm and 10:00 pm on federal holidays, religious holidays, and weekends. Requests will be submitted in writing at least four (4) days in advance and will include dependent's name(s), relationship, and date of access. Approval will only be granted by the senior fire official.

Section 12. Full time employees may be granted up to eighty (80) hours of time off as an incentive award (one hundred forty-four (144) hours for firefighters with a tour of duty one hundred forty-four (144) hours), with a maximum of forty (40) hours, (seventy two (72) hours for firefighters with a tour of one hundred forty four (144) hours) for each single contribution, in accordance with activity instructions and 5 C.F.R. §451.

Section 13. The Employer agrees to provide timely notice to the Union of serious on-the-job injury, or death of a bargaining unit member so that the Union may extend benefits to which the employee or his/her family may be entitled.

Section 14. The Employer agrees that if an employee(s) feel that a work-related emergency/ accident has mentally and/or physiologically disturbed the employee(s), the Employer will request the no-cost services of an outside agency to provide counseling for the affected employee(s), if the employee(s) so request.

Section 15. All employees are eligible to utilize the services of the Civilian Employee Assistance Program (CEAP).

Section 16. The Employer agrees that if an employee is subject to a change in the uniform standard, the affected employee shall be paid a one-time allowance to cover the agreed-upon cost of adjustment or addition to the old uniform to meet the new basic requirements, not to exceed \$400, unless the uniform is furnished. Thereafter, the uniform replacement/maintenance allowance not to exceed \$400 annually will be paid on a quarterly basis.

Section 17. On a case-by-case basis, subject to security considerations, the Employer agrees to permit firefighters to use existing office equipment after normal duty hours necessary to support assigned training.

Section 18. The Employer agrees to continue to provide the facilities currently existing for firefighters (including furnishings, appliances, and parking). Should a change become necessary, the parties will negotiate over such change.

Section 19. The Employer agrees to maintain and to periodically clean carpeting in work areas.

ARTICLE XXIII
WORKING CONDITIONS

Section 1. It is agreed that working area rules and notices affecting employee(s) in a working area or office shall be posted and signed by the issuing supervisor.

Section 2. It is agreed that labor distribution cards, work sheets and similar work shall be completed during working hours. No employee shall be required to do such work during non-work time.

Section 3. The Employer agrees to provide adequate and clean toilet facilities, to include providing hot water, soap and towels (cloth or paper) wherever practical and presently exist.

Section 4. The Employer agrees that whenever possible, orders and instructions will be given through the normal supervisory organization.

Section 5. It is agreed that the Employer will continue to supply the tools and materials currently provided. Employees who are required to provide basic tools as provided in applicable instructions will be provided safe and secure stowage for personally owned tools. Tools required to be furnished by employees will be specified in announcement of positions to be filled. Inventories of personally owned tools will be filed with the shop head. The Employer agrees to investigate any claim of loss or damage to personally owned tools and to compensate the owner for the fair value of such tools (in case or in kind, as determined by the Employer) if the investigation establishes that the loss or damage was not the fault of the owner.

Section 6.

a. If the State of Connecticut enacts a labor law that is applicable to bargaining unit employees, the Employer will notify the Union, who will be given an opportunity to bargain over the change.

b. Work performed under "Self-Help" will be to improve personnel support, welfare, and recreational facilities. The Union shall be notified on a quarterly basis of all approved "Self-Help" projects.

Section 7. It is agreed that when an employee is required to answer trouble calls in public quarters between the hours of 4:30pm and 8:00am, he/she may submit a written request to be accompanied by another person, civilian or military, unless:

a. The call is for repairs to the heating system or, other work which does not require actual entry into the quarters or,

b. The trouble call is made by the military principal tenant or it can be otherwise established that the military principal tenant will be present during the call.

Section 8. Employees on any shift or staggered work schedule will be advised of means of access to a supervisor or management official.

Section 9. In case of an accident involving a licensed operator of a government vehicle or equipment, if the operator is relieved of his/her operator duties, the operator will be provided with an explanation as to the reason for relief.

ARTICLE XXIV **SAFETY AND HEALTH**

Section 1. The Employer shall provide and maintain safe working conditions in accordance with applicable laws, rules and regulations. The Union will cooperate to that end and encourage the employees to work in a safe manner. Safety Discrepancy forms (OPNAV 5100/11) will be provided upon request by the command Safety Officer.

Section 2. No employee shall be required to work in areas where conditions exist that are unsafe and detrimental to health without proper personal protective equipment and safety devices such as toe guards, glasses, gloves, aprons and rubber boots furnished by the Employer in accordance with the applicable regulations.

Section 3. In accordance with Occupational Safety and Health Administration (OSHA) regulations (29 C.F.R. §1960), no employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational safety and health program activities, or because of the exercise by such employee on behalf of himself or herself or others of any right afforded by OSHA. These rights include, among other, the right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. In such circumstances, the employee will be responsible for immediately notifying his/her immediate supervisor, or higher levels of authority, who will take appropriate action. If a determination is made that there is no immediate danger, the employee will perform the assigned task. The term imminent danger means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. The word serious as used in serious hazard, serious violation or serious condition means a hazard, violation or condition such that there is a substantial probability that death or serious physical harm could result.

Section 4. The Employer shall furnish employees with properly maintained protective equipment, safety clothing and gear for performing work and foul weather gear for employees required to work outside in inclement weather. Cold weather gear for employees required to work outside in inclement weather shall be issued if the employee requests it. For employees working in inclement weather the Employer will give increased attention to periodic breaks. The type and need for adequate protective equipment, safety clothing, and foul/cold weather gear will be determined by the Employer, subject to applicable regulations. The Union agrees that employees will be responsible for the proper use, care, safekeeping, and return of all equipment issued to them.

Section 5. It is agreed that whenever possible, the Employer will not require employees to work outside during severe weather conditions. Whenever a Union steward-at-large makes a recommendation to a

supervisor on this section, it will be in writing and signed by the Union steward-at-large and supervisor.

Section 6. The Employer agrees that employees shall not be required to work in a basket suspended from a crane if it is practicable to utilize scaffolding. If this is not possible, safety hooks, belts, and lines shall be provided as required by the appropriate regulations.

Section 7. All employees engaged in foot-hazardous work will be required to wear approved foot protection while at work. Such foot protection will consist of safety shoes that will either be furnished by the Employer or purchased by the employee. Absent extraordinary circumstance which renders the shoes unserviceable, the Employer agrees to replace safety shoes no more than once in a twelve (12) month period at a cost of no more than \$175 per pair of shoes.

Section 8. It is agreed that light duty, subject to availability, will be assigned to an employee who submits a letter from his/her personal physician recommending such action as a result of a temporary medical condition and that medical condition and recommendation is confirmed by the Occupational Health Physician. The confirmed authorization will specify the length of light duty. The employees shall present the confirmed authorization to their immediate supervisor. Management shall make every effort to find light duty work for the employee. The length of light duty will be on an individual case basis, normally not to exceed thirty (30) days. If a light duty assignment is expected to be in effect for more than thirty (30) days, re-evaluation at intervals of not more than thirty (30) days will be required.

Section 9. The Employer agrees that established safety committees will consider matters affecting safe working conditions and consist of an equal number of Employer and Union representatives. These committees shall meet as necessary, and make recommendations on matters affecting safety to the Employer.

Section 10. When an employee is injured during working hours and it is recommended by medical authority, as outlined in Section 11 below, that the employee be sent home, or to a civilian hospital, the Employer will take appropriate action in the best interest of the injured employee, permitted by law, rules or regulation, when the employee does not have transportation or is incapable to drive. In accordance with 20 C.F.R. §10.315, employees who sustain an on- the-job injury or illness may submit a claim for reimbursement of transportation expenses incurred in obtaining medical treatment for such injury or illness by submitting a travel voucher (SF-1012) to HRO. The parties recognize that the Office of Workers' Compensation Programs (OWCP) has exclusive authority concerning compensability of all matters relating to an employee's medical care and treatment related to an on-the-job injury or illness.

Section 11.

a. Employees shall immediately report all injuries, occupational illnesses and property damage resulting from an accident to their immediate supervisor. An employee who sustains an on-the-job injury may request treatment from the local Naval medical facility or a duly qualified private physician or hospital (normally within twenty-five (25) miles). If the employee selects a private physician/hospital, the employee will make the arrangements for an appointment. If the physician or hospital cannot see the employee within twenty-four (24) hours, the employee must select an alternative physician/hospital.

b. The Employer agrees to refer an employee for immediate medical attention in the event that the employee, while in a duty status and in the performance of his/her duties, comes in contact with a person known to have, or suspected of having a communicable disease.

c. Employer-provided medical facilities are available for examination and treatment of civilian employees with occupational injuries or illnesses. Employees are not required to obtain treatment from them: if the employee selects his/her own physician, HRO will provide the appropriate CA16 or CA20 forms to the employee.

Section 12. The Employer and the Union agree to investigate employee complaints concerning health and safety hazards, and to take appropriate action where such hazards are verified by competent authority. The Employer agrees that no degradation or reprisal will be practiced as a result of an employee reporting an unsafe practice or condition. If it has been determined by the Safety Officer that the work assigned constitutes imminent risk of death or serious bodily harm, employees may be assigned other work until the unsafe condition has been abated.

Section 13. Employees will be properly trained in use and removal of hazardous materials. Training on handling and removal of hazardous materials should be updated as required by regulations. Any new information on hazardous materials will be provided by their supervisors or from the safety officer.

Section 14. Employees who operate computer terminals will be allowed to perform other job-related duties for ten (10) minutes every one (1) hour. It is agreed that upon confirmation of pregnancy, and with a written request by her physician, the employee may make a written request for assignment to other duties. Management shall make every reasonable effort to accommodate such request, consistent with workload and manning, for the duration of the pregnancy. It is further agreed that, if requested by the employee, each computer terminal shall be fitted with a non-glare screen cover and brightness and contrast controls.

Section 15. Government vehicles and equipment, including fire apparatus, used by employees will be maintained in safe operating condition in accordance with applicable laws, rules, and regulations. Vehicles with bald tires, deficient brakes, fuel leaks, defective brake lights or defective seat belts will not be released for use.

Section 16. The Employer will endeavor to provide each security patrol and fixed post with a functioning radio. In the event a radio cannot be provided, no employee will be placed in an isolated situation.

Section 17. Employees who require relief before leaving a post shall have head breaks on an on call basis. The Employer will endeavor to provide relief in the most prompt manner possible.

Section 18. The Employer agrees that fixed security posts will be equipped with the following: adequate heat, fans, water coolers where water is not available or in close proximity to the post, stools and fly strips/or insect repellents as needed.

Section 19. The Employer agrees, for hygiene purposes, to issue each firefighter with his/her own self-contained breathing apparatus mask and regulator. Masks and all air packs will conform to OSHA and National Fire Protection Association (NFPA) safety standards.

Section 20. Remedial Driving Course (RDC): Employees who are directed to attend the RDC as a result of driving infractions which occur in the conduct of the employee's official duties, will do so in a duty status. Employees who have lost or will lose their privilege to drive a privately owned vehicle on base because of off-duty infractions, may have this privilege reinstated/retained if they: (1) attend and successfully complete the SUBASE-offered RDC while in a non-duty status, or (2) provide proof of subsequent successful completion of the Driver Improvement Course offered by the American Automobile Association (AAA).

The employee shall be responsible for any expenses incurred in obtaining such AAA training.

Section 21. The Employer agrees that Fire Department employees in a duty status will be permitted to utilize base facilities as authorized by the Commanding Officer. Meal preparation may be conducted in conjunction with scheduled duties as long as the daily duties are completed in a timely manner.

Section 22. When a fire safety trailer request is received, the Employer will evaluate the request, dates and staffing requirements. The Employer will assign manpower, as needed, to ensure the safe operation of the trailer and associated equipment.

ARTICLE XXV **SPACE AND FACILITIES FOR THE UNION**

Section 1. The Employer agrees to provide an office and a conference room that are handicapped accessible for the Union. It is agreed that such space may be used by bargaining unit officers of the Union in conducting activities permitted under the terms of this agreement. The Union agrees that the use of such space during working hours shall be kept to reasonable limits as to ensure minimum disruption of work and in accordance with Article VII.

Section 2. The Naval Submarine Base New London agrees that the President, Vice President, Chief Steward and Recording Secretary of the Union may use any parking space marked "Visitors" when conducting activities permitted under applicable regulation.

Section 3. The Employer agrees to arrange for a designated parking space within a reasonable distance of their regular work stations for the personal vehicles of the President, Vice President, Chief Steward and Treasurer of the Union who are members of the bargaining unit.

Section 4. The Employer agrees to provide the Union with mail services to include: (1) Guard Mail Service, (2) U.S. Postal Mail Service, and (3) U.S. Registered Mail Service. The Union agrees to use mail services only for the purpose of official representation within the bargaining unit. Such services are limited to standard letter size envelopes and does not include bulk mailing. The Union agrees to follow SOPA (ADMIN) NEW LONDON INSTRUCTION 5110.1C in the submission of items to be mailed. The Union agrees to submit all U.S. Postal and Registered mail unsealed to the SUBASE Postal Officer.

Section 5. The Union will be assigned two (2) networked computers and one (1) printer for use by Union officials in carrying out their official duties; one (1) color scanner; one (1) fax machine; and one (1) CD read-write drive/burner. The Union understands that the assigned equipment shall be subject to the same rules, regulations, policies and security procedures as other government-owned computer equipment. Equipment will be comparable to equipment provided to bargaining unit employees.

ARTICLE XXVI **GENERAL PROVISIONS**

Section 1. The Employer agrees to provide reserved designated space on unofficial bulletin boards for purposes of posting Union materials.

Section 2. Notices of the Union concerning meetings, recreational and social activities, elections, and appointment may be posted on bulletin boards in areas designated for Union use without specific, individual

screening by the Employer provided they are limited to announcing only the purpose, date, time and place. All other information must be approved by the Employer.

Section 3. The Union is responsible for posting and removing approved material on its bulletin board areas and for maintaining such areas in an orderly condition.

Section 4. The Employer agrees to print this agreement in pocket size booklet form to be distributed to all bargaining unit members.

Section 5. The Employer agrees to cover in indoctrination classes the major features of Title VII, Civil Service Reform Act, Federal Service Labor Management Relations, and inform employees that Local R 1-100 of the National Association of Government Employees is the exclusively recognized Union.

Section 6. It is agreed that the Employer will accept voluntary allotment for payment of Union dues. The amount of the dues will be determined by the Union and may not be changed more often than once every twelve (12) months. An allotment for payment of dues may be revoked only in writing when submitted and received in the paying office prior to March 1st. It shall be effective at the beginning of the first pay period beginning on or after March 1st. However, if an employee has not been a dues paying member for a full twelve (12) months they may revoke their Union dues after completion of twelve (12) full months as a dues paying member. Such revocation must be submitted in writing.

Section 7. Employees and the Union are encouraged to report to management suspected instances of fraud, waste and abuse. Management will investigate and, upon request by the Union, and to the extent not otherwise prohibited by Law, rule, or regulation, will advise final disposition of the issue.

Section 8. When the presence of an employee witness is required or authorized by the Employer or officials of the Equal Employment Opportunity Commission (EEOC), Merit Systems Protection Board (MSPB), or Federal Labor Relations Authority (FLRA), in connection with a matter before those agencies, the witness will be in an official duty status, if they would otherwise be in a duty status.

Section 9. The Employer agrees to provide to the Union, on an annual basis, one copy of 5 (Code of Federal Regulations).

Section 10. Employees may not be directed to use their privately owned vehicles (POV) for the conduct of official government business. If the employee agrees to use his/her POV for the conduct of official business as a convenience to the government, reimbursement will be made at the rate authorized by the Joint Travel Regulations. If for the purpose of his/her own convenience, an employee requests to use his/her POV for the conduct of official government business, reimbursement will be allowed only with the specific consent of the activity approving official.

Section 11. The Employer agrees to provide separate and private sleeping quarters for female firefighters at both stations.

ARTICLE XXVII **ADVERSE/DISCIPLINARY ACTIONS**

Section 1. The Employer agrees that disciplinary/adverse actions will be taken solely for just cause and for the purpose of correcting offending employees, maintaining discipline and morale among other employees,

and promoting efficiency of the Federal Civil Service. If, in the judgment of management, the aim can be accomplished through informally disciplining the offender, formal disciplinary actions will not be taken.

Section 2. When orally admonishing an employee, management shall do so in a manner as will protect the employee's privacy and consider their dignity and self-respect. An employee who is to receive an oral admonishment may request the presence of a Union representative.

Section 3. Letter of Caution will be issued in accordance with the HRO GROTON MANUAL; the supervisor will have a copy signed by the employee as a record of receipt. Should the employee refuse to sign the Letter, the supervisor will so state on the face of his/her copy and include the signature of a witness.

Section 4. Letters of Reprimand and letters proposing suspensions of fourteen (14) calendar days or less shall advise the employee of his/her right to have the Employer furnish the Union with a copy. The employee shall advise the Employer, in writing, of his/her decision.

Section 5. The employee shall have the right to request representation by the Union in all discussions between management and the employee concerning disciplinary/adverse actions.

Section 6. The Employer agrees to furnish to the Union, upon written request and in response to a proposed disciplinary/adverse action to a bargaining unit employee, a sanitized list of available information on prior disciplinary/adverse actions taken in like circumstances.

Section 7. Where a suspension is proposed for an employee who is scheduled to work on a holiday, consideration will be given to the financial impact of suspending the employee upon that holiday.

Section 8. Effecting Suspensions: When an employee is to be suspended for more than one (1) but less than ten (10) work days, the employee may request to have the suspension effected over two (2) pay periods.

Section 9. Employee Notification: When an employee is suspected of misconduct which warrants corrective disciplinary action, and where the facts relative to that misconduct are in evidence, management will typically confront that employee and allow that employee to respond. However, when there is an ongoing investigation, or the probability that evidence might be destroyed, or other circumstance would preclude disclosure, the employer will delay disclosure to the suspect employee until such time as circumstances warrant. Prior to questioning by a disciplinary fact-finder, the employee will be apprised of his/her right to request union representation. Management will exercise due diligence to initiate actions within a reasonable period of time.

Section 10. A pre-action disciplinary fact-finding will normally include interviews with witnesses which are documented, the examination and securing of pertinent documents or records, a visual inspection of the work site (if relevant), documentation of any unusual condition or special circumstances, and an interview with the employee(s) involved.

Section 11. If, upon appeal or grievance, a disciplinary decision is rescinded as unwarranted, the employee's supervisor will remove all copies of the disciplinary decision from the employee's file.

Section 12. All prior formal disciplinary actions of the employee will be considered in determining the appropriate remedy for the current offense.

Section 13. Employees who are the subject of an investigation for criminal misconduct will be apprised of their rights.

Section 14. When an employee submits a request for resignation before receiving written notice of proposed disciplinary or adverse action, no agency remarks regarding those charges or allegations will be placed on the request for resignation, the personnel action effecting the resignation, or in the Official Personnel Folder (OPF).

Section 15. Timing of Discipline: The suspension may be effected on or after the first day following the date prescribed by Article XXVIII for advancing the grievance if a timely request for advancement has not been made to step 2 or 3. If a 4th step decision is made, the suspension may be effected after issuance of the 4th step decision.

ARTICLE XXVIII **NEGOTIATED GRIEVANCE PROCEDURE**

Section 1. This Article is intended to provide an orderly and sole procedure for the processing of grievances of the parties and Unit employees as specifically set forth in Section 7121 and of Title VII, Civil Service Reform Act. Grievances, to be processed under this Article, shall pertain to the interpretation or application of express provision of this Agreement and all other matters of concern and dissatisfaction to an employee, provided the matter is subject to the control of the Employer. The following negotiated grievance procedure does not apply to any grievance concerning:

- a. any claimed violation of subchapter III of 5 C.F.R. §733 (relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under 5 U.S.C. §7532;
- d. any examination, certification, or appointment; or
- e. the classification of any position which does not result in the reduction in grade or pay of an employee and shall be the exclusive procedure available to the parties and the employees in the Unit for resolving such grievances.

Section 2. Individual employees presenting grievances covered under this procedure may only be represented by an individual appointed or approved by the Union. However, any employee or group of employees in the unit may present grievances not covered under this procedure to the Employer and have them adjusted, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given opportunity to be present at the adjustment. Request for adjustment covered under this procedure shall be made using the following procedure. The parties recognize that nothing in this procedure shall preclude a Unit employee from making a timely request for adjustment of a grievance covered under this Agreement through the negotiated grievance procedure without representation by the Union; however, the Union shall have the opportunity to be present when an adjustment, which shall not be inconsistent with or contrary to the provisions of the Agreement, is offered by the Employer.

Section 3. Any grievance not taken up with:

- a. the employee's immediate supervisor (employee grievance); or

b. (with) the appropriate representative(s) of the Union (management grievance); or

c. the (Employer) appropriate level of management (union grievance); within twenty (20) calendar days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date except cases where the grieving party could not reasonably have been aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases. Furthermore, 5 USC 7121 provides that an employee may, when grieving or appealing certain actions or alleged actions, elect to process the grievance or appeal/complaint under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, whichever occurs first. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to 5 USC 7702 in the case of any personnel action that could have been appealed to the Board, or where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

Section 4. The following procedures apply to all eligible employees of the Unit and the parties:

a. Grievance steps.

(1) STEP ONE (informal). An employee or, upon request, the authorized representative, shall first take the grievance up informally with the immediate supervisor. The immediate supervisor will meet with the employee within three (3) working days in an attempt to resolve the complaint. The supervisor must give an answer within five (5) working days after the meeting. The Union and the Employer anticipate that most employee complaints will be settled at this informal level.

(2) STEP TWO (formal). If no satisfactory settlement is reached at the informal step and the employee or the Union elects to pursue the grievance under the following procedure, the employee shall reduce the grievance to writing on the appropriate form and submit it to their respective division officer. The written grievance shall be submitted within five (5) working days of the supervisor's informal decision. The written grievance shall contain the details of the complaint, the specific provisions of the Agreement involved, and the corrective action desired by the employee. It must give the date of the informal discussion with the employee's supervisor. Within five (5) working days of receipt of the written grievance, the division officer shall meet with the employee and the Union representative involved at the informal step in an attempt to resolve the grievance. A written decision will be given to the employee within five working days of this meeting.

(3) STEP THREE (formal). If a satisfactory settlement has not been reached at the previous step, the employee or the Union may submit the grievance within (5) working days to their respective department head. Within five (5) working days the (official designated as the decision level for Step Three) department head shall meet with the employee and/or an authorized Union representative and attempt to resolve the grievance. A written decision will be given to the employee within five (5) working days of this meeting.

(4) STEP FOUR (formal). If a satisfactory settlement has not been reached at the previous step, the Union has ten (10) working days after the Step Three decision to submit the grievance for resolution to the employee's Commanding Officer. The Commanding Officer will meet with the employee and/or the Union within ten (10) working days in an effort to reach a satisfactory settlement. The Commanding

Officer will render a decision no later than ten (10) working days following this meeting.

b. Decision levels: Where the immediate supervisor in Step One is the designated representative at Step Two, the procedure for adjustment will begin at Step Two and the grievance will be reduced for writing at the third step. Grievances involving discipline will begin with the level of management above that which effected the action, except if the Step Three official effected the action. In that case, the employee initiates the grievance in writing at Step Three.

Section 5. At each and every step of the grievance procedure, the Union and the Employer may request that a reasonable number of relevant bargaining unit employee witnesses attend the grievance meeting. These witnesses, if allowed, shall suffer no loss of pay for such services. If employee witnesses are to be called, their name(s) and a brief verbal summary of the expected testimony of each witness will be furnished to the Employer verbally at least one (1) day in advance to plan for their attendance. The parties shall, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or government policy, for the purpose of substantiating the contentions of claims of the parties.

Section 6. Failure of the Employer to meet the time limits prescribed above shall permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. Extensions of time to either party may be mutually agreed upon to provide for unusual cases.

Section 7. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not cast any reflection on their standing with their supervisor or on their loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the employee's supervisor.

Section 8. Upon completion of each formal step of this negotiated grievance procedure, management will give the original copy of the grievance form to the employee and forward a copy to the Union. One copy will also go to the representative listed in the grievance form.

Section 9. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved) the Employer will call the aggrieved employees together and request them to select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

Officials Designated for the Adjustment of Grievances Naval Submarine Base New London

Step 1 - Immediate Supervisor Step 2 - Division Head
Step 3 - Department Head Step 4 - Commanding Officer

Naval Submarine Support Facility

Step 1 - Immediate Supervisor Step 2 - Division Head
Step 3 - Department Head Step 4 - Commanding Officer

Naval Submarine School

Step 1 - Immediate Supervisor Step 2 - Division Head
Step 3 - Department Head Step 4 - Commanding Officer

Naval Ambulatory Care Center

Step 1 - Immediate Supervisor Step 2 - Department Head
Step 3 - Directorate Head Step 4 - Deputy Commander

ARTICLE XXIX

ARBITRATION

Section 1. If the parties hereto fail to reach a satisfactory settlement of any complaint or dispute, processed in accordance with the provisions of this Agreement, such complaint or dispute shall be referred to arbitration provided either party serves written notice to the other within thirty (30) calendar days after issuance of the other's final decision.

Section 2. Within seven (7) calendar days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union organization will each strike one arbitrator's name from the list of seven (7) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The arbitrator's fee and expenses shall be borne equally by the Employer and the Union except that the Employer's share of the per diem cost of the arbitrator's expenses shall not exceed that authorized by applicable regulations. In the event hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 4. The arbitration hearings shall normally be held during the regular day shift hours of the normal basic workweek. Employees serving as Union representatives and appellants in the minimum number considered necessary for the purpose, and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearings, unless the parties otherwise agree. The arbitrator's award shall be confined to interpretation and application of the terms of this Agreement.

Section 6. It is agreed and recognized that arbitration as provided herein is subject to the provisions of Title VII, Civil Service Reform Act, and its implementing regulations. If the Union takes exception to an arbitrator's award, it will notify the Employer within ten (10) work days of intent to appeal to the Federal Labor Relations Authority. If the Employer takes exception to an arbitrator's award, it will notify the Union within ten (10) work days of intent to appeal to the Federal Labor Relations Authority. Appeals to the FLRA will be in accordance with the Title VII, Civil Service Reform Act, and the Authority's implementing regulations.

ARTICLE XXX
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree that it is their firm and positive policy that all qualified persons are assured equal opportunities in employment matters. Discrimination on the basis of race, color, religion, national origin, sex, age, marital status, handicapping condition or lawful political affiliation is prohibited.

Section 2. The Employer expects that all civilian and military personnel will assume a personal responsibility for making constructive contributions to the national goal of equality of opportunities, as in Executive Orders and applicable regulations.

Section 3. The Employer and the Union agree that if an allegation of discrimination (as defined in Section 1 above) is raised at any stage in the grievance procedure, the complainant may elect to either submit his/her complaint as a grievance under Article XXVII or under the Navy's discrimination complaint procedures, but not both. The submission of either a written grievance or formal discrimination complaint will be considered to be an election of procedure.

Section 4. Employment of relatives. The Employer will not appoint or employ, or advocate the appointment or employment, either full-time or temporary, of any person into a position which falls either directly or indirectly under the supervisory control of a relative, except as provided by applicable regulations.

Section 5. Where the Equal Employment Opportunity Commission (EEOC), the Federal Labor Relations Authority (FLRA), or the Merit Systems Protection Board (MSPB), requires the participation of an employee representative, witness in a proceeding, such an employee will be granted official time for such participation as occurs during the employee's normal working hours. In addition, necessary travel and transportation expenses shall be paid by the employing activity.

Section 6. Bargaining unit employees who are the complainant or the authorized representative of a bargaining unit employee who is a complainant, are entitled to a reasonable amount of official time to prepare and present the complaint and to respond to agency requests for information, if they would otherwise be in a duty status.

Section 7. In the processing of an employee's grievance on a complaint of discrimination, the Union may have an observer at each step of the negotiated grievance procedure. However, if the employee elects to utilize the statutory procedure for processing a complaint of discrimination, the Union may only have an observer present at a hearing during the formal stage and only with the specific approval of the employee.

ARTICLE XXXI
EFFECTIVE DATE AND DURATION OF
AGREEMENT

Section 1. This agreement shall become effective upon and after the date of approval as provided by 5 U.S.C. 7114(c). Any supplemental agreements arrived at by negotiation on items listed under Section 4 of this Article subsequent to the effective date of this Agreement require similar approval, and upon approval shall become an integral part of the basic agreements.

Section 2. This Agreement shall be binding upon the Employer and the Union for a period of one (1) year from the effective date and shall be automatically renewed for one (1) year unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other between the sixty (60) and ninety (90) day period prior to the date of expiration of the contract. It is further agreed that this Agreement will continue in force during the period that negotiation on a new Agreement is being actively pursued, subject to the provisions of DoD Directive 1426.1.

Section 3. The majority status of the Union is subject neither to renewal nor to challenge by another employee organization until not more than one hundred five (105) days but not less than sixty (60) days before the original expiration date of this Agreement. On the request of either party, the parties shall meet to commence negotiations on a new agreement on the sixtieth (60th) day prior to the expiration date of the Agreement or on the first work day following that date if it should fall on other than a work day.

Section 4. This agreement except for its duration period as specified in Section 2 of this article, is subject to opening only as follows:

a. Amendments may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or Executive Orders. Such amendment(s) as may be agreed to will be duly executed by the parties and become effective on a date or dates mutually agreed as being appropriate under the circumstances.

b. This Agreement may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six (6) months. Request for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as may be agreed to will be duly executed by the parties.

c. This Agreement shall be opened by amendment upon the written request of either party made within thirty (30) calendar days after receipt by such party of any order, instruction or regulations from higher authority which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation or instruction upon which each such amendment request is based. The parties shall meet within fourteen (14) calendar days after

receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulations, or instruction and the discretionary area(s) which the same delegated to the Employer. Such amendment(s) as may be agreed to by the parties will be duly executed by the parties.

Section 5. Any amendments to this Agreement as agreed upon by the parties shall be promptly reproduced by the Employer and distributed to all employees within the Unit.

Section 6. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 7. The provisions of Title VII, Civil Service Reform Act shall apply to all supplemental, implementing, subsidiary, and informal agreements between the parties.

Section 8. Training on this agreement will be provided for all supervisors.

ARTICLE XXXII

PERFORMANCE APPRAISAL

Section 1. The Employer and the Union agree to implement the Navy's two level performance rating program.

Section 2. Progress Review: A progress review shall be held for each employee normally half way through the appraisal period. Progress review means a review of the employee's progress toward achieving the performance standards and/or performance objectives and is not in itself a rating.

Section 3. When it comes to a supervisor's attention that an employee's performance is declining to a level close to unacceptable, the supervisor shall counsel the employee and encourage him/her to improve. A written record of the date(s) of the counseling shall be maintained by the supervisor and a copy provided to the employee. Subsequent to such counseling, the supervisor and/or the employee may on a purely voluntary basis, seek the recommendations of the joint union/management Performance Resource Team (PRT). The PRT will address its advice jointly and privately to both the supervisor and the employee in an attempt to resolve issues relating to declining performance.

Section 4. When a supervisor determines that an employee is performing below the acceptable level on one or more critical elements or critical work objectives, in accordance with 5 C.F.R. §430 and §432, the employee will be notified of: (1) the critical elements and/or critical work objectives which are not being met, (2) the type of improvements to be demonstrated to attain the acceptable level, (3) assistance to be provided, and (4) a reasonable period of time, at least ninety (90) days, to attain that level.

Section 5. Appropriate guidance and reference materials will be identified and made available to employees by their supervisors to ensure satisfactory job performance.

Section 6. Critical performance elements and standards will be attainable, reasonable, realistic, objective, and based solely upon the requirements of the employee's position.

Section 7. The Employer will, upon request, provide to the Union performance plans for specifically identified bargaining unit positions.

Section 8. When rating employees or otherwise applying performance standards, consideration will be given to factors which affect the employee's performance that are beyond his/her control.

Section 9. Performance standards for identical positions which are performed in an identical manner under the same supervisor should be uniform.

ARTICLE XXXIII **DRUG-FREE WORKPLACE PROGRAM**

Section 1. Substance abuse is a major problem in the workplace. Civil Service employment is no exception. Substance abuse adversely impacts productivity, health and safety, scheduling, morale and work attitudes. Recognizing these effects, the Management and Union jointly acknowledge the need for policies and procedures to eliminate substance abuse from the workplace.

Section 2. Employees in testing designated positions will be subject to drug testing. Section 3.

a. Reasonable suspicion should be based on objective facts or direct observation that an employee is under the influence of a controlled substance. The Department Head responsible for requesting reasonable suspicion testing will be identified to the employee.

b. Upon a finding of reasonable suspicion, an employee will be provided with copies of the documentation and written finding giving rise to the reasonable suspicion.

Section 4. An employee will be informed of the exact drug or class of drugs for which he/she is being tested prior to the test being conducted. Should any drug be added to or deleted from the five (5) types (Cannabis, Amphetamines, Opiates, Phencyclidine, Cocaine), and/or metabolites of these drugs, including Schedule I and II drugs of the Controlled Substance Act, the Union will be given advance notice.

Section 5. Testing procedures will be implemented as follows:

- a. Employees subject to drug testing will be in a duty status during the drug testing procedure.
- b. Sample collection will take place at the Naval Submarine Base New London. The employee will be allowed to witness the sealing and tagging of his/her individual sample.
- c. If a sufficient volume of urine for drug testing is not able to be provided within a reasonable amount of time after the employee is given sufficient fluids to facilitate voiding, the employee may be released. (This is not to be considered a deferral). The employee may be requested to return the next day until a sufficient sample is collected.
- d. After a positive test, an employee may submit legitimate medical evidence to the Medical Review Officer (MRO) for evaluation and consideration in determining why a sample may have tested positive.

Section 6. Upon testing, the employee shall indicate if he/she is taking medication (need not identify type). If the employee tests positive, leave will be granted to employee to obtain supplemental medical documentation to support the legitimate use of one or more drugs. If the MRO determines there is a legitimate reason for the positive test result, leave taken to obtain documentation will be restored to the employee's leave record.

Section 7. An employee has the right to request and receive a copy of the positive test result report. Employees will be notified in writing of negative test results.

Section 8. Employees subject to disciplinary action based on positive test results will have their rights explained to them by the Drug Free Workplace Program Manager.

Section 9. Management will provide the Union with the current Department of Health and Human Services certification of the drug screening laboratory upon any change to the certification or change of laboratory.

Section 10. If an administrative error is detected during testing, a retest at that time will not be mandatory. (An administrative error is defined as a break in the chain of custody.)

Section 11. The Employer shall identify the laboratory doing the testing and procedures it will be using.

Section 12. A strict chain of custody will be followed with documentation to maintain confidentiality.

Section 13. Procedures for rehabilitation are:

a. Employees with test positive results for the first time will be referred to the Civilian Employee Assistance Program. The agency will allow an employee to seek drug counseling and therapy from any qualified and certified agency hospital that can provide the service.

b. If the employee remains drug free after one (1) year of completion of a rehabilitation program, no follow-up testing will be required.

Section 14. Adverse actions taken as a result of positive test results may be grieved under Article XXVIII or appealed to the MSPB, but not both.

Section 15. If the Employer elects to remove the employee from a test designated position by reassignment as a result of an employee's positive drug test and there is another vacant position (under the same pay plan and grade level) for which the employee is qualified and eligible, the employee may be reassigned to that position. Additionally, the employee may request and be granted a voluntary reduction-in-grade.

Section 16. Safe Harbor: An employee may voluntarily identify himself or herself as a user of illegal drugs prior to being so identified by other means, and seek counseling or rehabilitation assistance. "Safe Harbor" insulates the employee from discipline for admitted acts of using illegal drugs when the agency is unaware of such use. Sick leave, annual leave, and or leave without pay may be requested to accommodate participation in a rehabilitation program.

Section 17. The Employer will not hold the Union responsible for any further damages or liabilities by an employee seeking to bring cause of action under the program for protection of his/her constitutional rights.

Section 18. The Employer will conduct the Drug-Free Workplace Program (DFWP) in accordance with applicable laws, rules, and regulations at the time of testing.

Section 19. Accident or Unsafe Practice Testing: All employees may be subject to testing when, based upon the circumstances of an on-the-job accident or unsafe on-duty, job related activity, their actions are reasonably suspected of having caused or contributed to an accident or unsafe practice that meets either of the following criteria:

a. The accident or unsafe practice results in a death or a personal injury requiring hospitalization.

b. The accident or unsafe practice results in damage to government or private property estimated to be in excess of \$10,000.

Section 20. Urinalysis collection will be conducted in accordance with applicable collection instructions.

Section 21. An employee subject to drug testing may request a Union representative to be present at the collection site to witness that the procedural steps are complied with to the extent not prohibited by law, rule, or regulation.

ARTICLE XXXIV **TRAVEL**

Section 1. The Employer's travel instructions will be consistent with the federal Joint Travel Regulations (JTR) currently accessible on the Web at *www.dtic.mil*.

Section 2. Travel advice is available on the Web at numerous locations and in particular at *www.dtic.mil/perdiem* and *www.dtic.mil/travel*. Employees without immediate internet access should consult their supervisor or the appropriate travel authority within their command.

Section 3. Government owned or Government leased services should be used for official communications. Commercial communication services may be used when Government services are not available. Reimbursement may be authorized/approved by the order issuing official who may determine that certain communications to a traveler's home/family are official. These communications may be only to advise of the traveler's safe arrival, to inform or inquire about medical conditions, and to advise regarding changes in the itinerary. The order-issuing official will limit these communications to a dollar amount in advance of the travel so the traveler is aware of the limit. The order-issuing official may approve charges after the travel is complete when appropriate.

ARTICLE XXXV **FIRE DEPARTMENT/EMS**

Section 1. The Fire Chief will notify the Union president in writing prior to implementation of any changes to the department Standard Operating Procedures (SOPs) in accordance with laws, rules, and regulations. The Union may elect to negotiate impact/implementation of the changes on employee working conditions.

Section 2. The Employer agrees that the Fire Department Emergency Medical Service (EMS) program will comply with existing Connecticut, NFPA, Federal and OSHA standards and all applicable laws, rules, and regulations.

Section 3. The Employer will assure that all protective clothing, equipment, and materials are obtained to support the Fire Department personnel.

a. NFPA or OSHA standard protective clothing, equipment, and supplies will be replaced as needed due to wear and tear.

b. The Employer welcomes input from the Union on concerns and desires of bargaining unit members regarding protective clothing, equipment, and supplies to support Fire Department personnel.

Section 4. The Employer recognizes the need to maintain the proficiency of EMS Technicians and agrees to provide the following:

- a. The Employer agrees to maintain a library of current EMS-related materials.
- b. The Employer will determine necessary equipment for EMS training.
- c. The Employer will provide the initial and recertification Emergency Medical Technician (EMT) training to all GS-081 bargaining unit members of the Fire Department.
- d. The Employer agrees that all mandatory EMS-related training will be accomplished while the employee is in a duty status and with no cost to the employee.
- e. As workload allows, the Employer will authorize study time for EMS requirements.
- f. The Employer will endeavor to schedule re-certification training outside the prime time vacation schedule.

Section 5. The Employer agrees that the fire department ambulance will be present for all events determined to be significant by the Employer. Any requests for firefighter overtime in support of said significant events will require seventy-two (72) hours advance notice if practicable.

Section 6. The Employer agrees that if any bargaining unit employee reports exposure to an infectious disease and/or blood-borne pathogens in the course of performing their duties, the Employer will immediately inform the employee of all actions to be taken to protect the employee, by law, rule and/or regulation. Employee's medical records will be maintained in accordance with applicable law, rule, and/or regulation.

IN WITNESS WHEREOF the parties have executed this agreement on this
9th day of March *2001*