

NAVSUP FLEET LOGISTICS CENTER PUGET SOUND



NAVSUPFLCPS BMTC

Negotiated Agreement

August 13, 2012



Agreement between
NAVSUP Fleet Logistics Center
Puget Sound
Bremerton , Washington
and
Bremerton
Metal Trades Council

2 August 2012

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1 **PREAMBLE**

2
3 This agreement is made by and between the NAVSUP Fleet Logistics Center Puget
4 Sound, Bremerton, Washington, hereinafter referred to as the "Management" and the
5 Bremerton Metal Trades Council, hereinafter referred to as the "Union."
6

7 **WITNESSETH**

8
9 In accordance with the provisions of Title 5 of the United States Code, Chapter 71,
10 hereinafter referred to as the Statute, and in consideration of the mutual covenants
11 herein set forth, the parties hereto intending to be bound, hereby agree as follows:
12

13 WHEREAS the Congress finds that:

- 14
15 1) experience in both private and public employment indicates that the statutory
16 protection of the right of employees to organize, bargain collectively, and participate
17 through labor organizations of their own choosing in decisions which affect them:
18
19 a. Safeguards the public interest,
20 b. Contributes to the effective conduct of public business, and
21 c. Facilitates and encourages the amicable settlements of disputes between
22 employees and their employers involving conditions of employment, and
23
24 2) the public interest demands the highest standards of employee performance and
25 implementation of modern and progressive work practices to facilitate and improve
26 employee performance and the efficient accomplishment of the operations of the
27 Government, and
28

29 WHEREAS it is the intent and purpose of the parties hereto to promote and improve the
30 efficient administration of NAVSUP FLCPS and the well-being of employees within the
31 meaning of the Statute, to establish a basic understanding relative to personnel policies,
32 practices, procedures and employment, and to provide means for amicable discussion
33 and adjustment of matters of mutual interest which are discretionary with the
34 Commander.

35 Now, therefore, the parties hereby agree as follows:
36

37 **ARTICLE ONE**

38 ***RECOGNITION AND COVERAGE OF AGREEMENT***

39

40 **Section 101 Representation**

41 Management hereby recognizes that the BMTC is the exclusive representative of all
42 employees in the unit.
43

44 **Section 102 Who Is Represented**

45 The unit to which this Agreement is applicable is composed of all employees of Fleet
46 Logistics Center Puget Sound in Washington State. Excluding all employees of the
47 Fuel Department in Manchester, WA; all professional employees; management officials;
48 supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
49

50 **Section 103 Provisions Of This Agreement**

51 The provisions of this Agreement shall be binding upon the parties for any new
52 operation directed by management to the extent that such operations affect working
53 conditions of unit employees, in accordance with applicable regulations.
54

55 **Section 104 Responsibility**

56 It is the responsibility of supervisors and union representatives to keep themselves
57 apprised of the provisions of this Agreement.

58 **ARTICLE TWO**
59 ***RIGHTS OF MANAGEMENT***
60

61 **Section 201 Customary And Usual Rights**

62 It is agreed that the customary and usual rights, powers, functions and authority of
63 management are vested in officials of management subject to the obligations to the
64 Union imposed by the Statute. Included in these rights is the right to determine the
65 mission, budget, organization, numbers of employees and internal security practices of
66 the organization and to hire, assign, direct, layoff and retain employees or to suspend,
67 remove, reduce in grade or pay or to take other disciplinary action against such
68 employees, to assign work, to make determinations with respect to contracting out and
69 to determine the personnel by which activity operations shall be conducted. With
70 respect to filling positions, management has the right to make selections for
71 appointments from among properly ranked and certified candidates for promotion or any
72 other appropriate source. It is management's right to take whatever actions may be
73 necessary to carry out the agency mission during emergencies. Management will
74 advise the union Chairperson of the nature of any such emergency.
75

76 **Section 202 Reasonable Rules And Regulations**

77 The right to make reasonable rules and regulations is an acknowledged function of
78 management. In making rules and regulations relating to personnel policies,
79 procedures, practices and matters of working conditions, management will consider the
80 rights of the union and the employees under the provisions of this Agreement and the
81 Statute and may bargain over appropriate arrangements for employees adversely
82 affected by the exercise of management's rights.

ARTICLE THREE

RIGHTS OF EMPLOYEES

Section 301 Join And Assist The Union

Management and the union agree that employees in the unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join and assist the union and any other labor organization or to refrain from any such activity. Except as expressly provided hereinafter and in the statute the freedom of such employees to assist any labor organization shall be recognized as extending to the participation in the management of the union and the labor organizations and acting for the organization in the capacity of a union or an organization representative, including presentation of its views to the officials of the Executive Branch, the Congress or other appropriate authority. Management 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 this Article, and that no interference, restraint, coercion or discrimination is practiced within this Center to encourage or discourage membership in any labor organization.

Section 302 Detail Or Assignment

It shall be the intent of management that any employee covered by the provisions of this agreement and during the period the employee is in a pay status, shall not forfeit any benefits of this agreement while on temporary duty to another activity. Subject to impact and implementation or appropriate arrangements bargaining requests by the employee and the union, such employees will be expected to accept the physical conditions and to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

Section 303 Matters Of Personal Concern

Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of management and/or appropriate union representatives. Normally such matters should be initiated with the first-line supervisor or with a steward. Each employee shall have the right to file a grievance over management application or interpretation of any law, rule, regulation, practice, and this Agreement and each employee shall be protected in the exercise of such right.

Section 304 Union Representation

As hereinafter provided in this agreement employees of the unit may have union representatives present at discussions between themselves and supervisors or other representatives of management in matters of grievances and appeals, such as Defense Office of Hearings and Appeals (DOHA), the Merit Systems Protection Board (MSPB) formal disciplinary action and arbitration only as specifically called for in this Agreement and in the Statute. Employees serving as witnesses before Federal and judicatory

bodies, such as the MSPB, have the right to the presence of union representation as set forth in 5 C.F.R. section 1201.32. Additionally, the union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 305 Time To Confer

An employee must be granted a reasonable amount of allowed time to confer (either in person or by telephone) with a union representative about a work-related concern, as workload allows, within a reasonable amount of time.

Section 306 Membership Requirement

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

ARTICLE FOUR

RIGHTS OF THE UNION

Section 401 Union Rights And Responsibilities

The union has the right and responsibility to:

1. Represent the interests of all employees in the unit and initiate impact and implementation or appropriate arrangements bargaining relative to proposed changes in conditions of employment.
2. Present its views to management on matters of concern, either orally or in writing. Views should be presented at the lowest level possible or Labor Management Forum as appropriate.
3. Consult or be consulted with during the development of, and prior to the implementation of, civilian personnel matters and practices which affect unit employees and are within the authority or discretion of management. For the purposes of this agreement, consultation is defined as oral or written dialogue between management and the union concerning policies, procedures or programs relating to the working conditions of unit employees which are within the discretion of management. Management agrees to give objective consideration to the union's views prior to formal decision making. It is agreed that consultation is not, however, a joint decision-making process and need not necessarily result in agreement between management and the union.
4. Enter collective negotiations with the object of reaching an agreement applicable to all unit employees.

Section 402 Notified Of Adverse Or Disciplinary Actions

The union shall promptly be notified by management of any written grievances received from adverse or disciplinary actions taken against employees of the unit in accordance with the provisions of this agreement. At adverse action hearings held by the Merit Systems Protection Board where the union is acting as the employee's representative of record, the union representative, if a FLC Puget Sound employee, and a technical advisor may be present in a pay status, as well as necessary appellants and witnesses and the witnesses' union representative under Section 304.

Section 403 New Employee Orientation

The union may provide a representative who will speak to new bargaining unit employees at new employee orientation regarding the union/employee relationship as it affects employees of the unit.

Section 404 Alphabetical And Organizational Listing

On request, management agrees to provide the union with an alphabetical and organizational listing of bargaining unit employee names and positions.

Section 405 Records Of Meetings

Management or union (as mutually agreed) will keep records of meetings between management officials and the union at which major policy decisions are discussed or made (i.e., regarding those items which may be the subject of FLCPS Instructions or Notices). Minutes of meetings between management officials and the union will not be kept by management when the subjects discussed are of a routine nature such as workload, application of general policies, etc. Minutes of the Labor Management Forum will be kept and distributed to members.

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ARTICLE FIVE

PROVISIONS OF LAW AND REGULATIONS

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Section 501 Conflict With Laws Or Regulations

16 Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood
17 by management and the union that nothing in this Agreement shall be so interpreted as
18 to conflict with existing or future laws or regulations of the Federal Government
19 including policies set forth in the Federal Personnel regulations, by published
20 Department of Navy policies and regulations in existence at the time of the Agreement's
21 approval and by subsequently published Department of Navy policies and regulations
22 required by law or by the regulations of appropriate authorities or authorized by the
23 terms of a controlling agreement at a higher agency level.
24
25

26

Section 502 Directives

27 All unit members at FLCPS are subject to FLCPS instructions in existence at the time
28 this agreement was approved, as well as subsequently published FLCPS instructions.
29 Subsequent instructions affecting personnel policies, practices and conditions of
30 employment will be processed in accordance with procedures in Article 6, Section 601.
31 Where the language of this agreement and the language of an instruction in existence
32 at the time of the agreement are in conflict, this agreement will take precedence.
33 Management further agrees to advise the union of any directive which affects any of the
34 terms and conditions of this agreement and which alters its discretionary authority with
35 regard to any item within this agreement.
36

37

Section 503 Midterm Bargaining

38 When the FLRA interprets contract language as it relates to the statute in a manner
39 which negates the intent of our Agreement, the parties agree, on request of either party,
40 to begin midterm bargaining to resolve the issue.

31

Section 504 Agreement Invalidity

32 Should any Federal law or court hold any provisions of this agreement invalid, it shall
33 immediately be deemed inapplicable, but other provisions of the contract will remain in
34 force. Further, the parties shall meet promptly to negotiate appropriate amendments to
35 such affected provision or provisions.
36

37

Section 505 Union Bargaining Rights

38 The parties agree that no waiver of statutory union bargaining rights, either expressed
39 or implied, will be invoked for the purpose of avoiding collective bargaining on any
40 matter within the authority granted under the Statute.

ARTICLE SIX APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 601 Appropriate For Negotiation

It is agreed and understood by both parties that matters appropriate for negotiation are personnel policies, practices, procedures, and matters affecting general working conditions within the unit which are within the discretion of the employer, so far as may be appropriate under applicable laws and regulations. These include, but are not limited to, such matters as safety, labor/management relations, employee services, methods of adjusting grievances, appeals, leave, merit staffing plans, demotion practices, and reduction in force practices. Prior to implementing changes in matters appropriate for negotiations, the Employer will notify the union of the change and the proposed effective date. Nothing in this section shall alter the rights and obligations of the parties to negotiate under the Statute as set forth in this agreement.

Section 602 Existing Or New Benefits, Policies, Practices, And Procedures

It is further agreed and understood that management will consult and meet with the union to discuss changes being considered in existing or new benefits, policies, practices and procedures affecting unit employees in accordance with pertinent precedents established by the FLRA under the statute. Notification of changes in conditions of employment will be made, in writing, only to the union chairperson or, in the chair's absence, the president of the BMTC. The union will have five (5) workdays to advise management, in writing, if they desire to consult on the matter. If the union does not respond, management is free to implement the new or revised policy or rule.

Section 603 To Advise, Discuss, Or Consult

It is further recognized that this agreement does not alter the responsibility of either party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement, but falling within the rights and obligations of the parties to negotiate under the Statute as set forth in this Agreement. If the union elects to negotiate concerning the change, the employer will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

Section 604 Labor Management Forum

It is agreed that both parties will continue support of and participation in a Labor Management Forum. In accordance with the established charter and the LMF Memorandum of Understanding between management and the union, both parties will

ever strive to improve methods and effectiveness of communications, incorporate more effective and efficient processes for dispute resolution, find ways of improving union-management business efficiency, and employ the principles of interest-based bargaining for all matters requiring negotiation. Decisions and actions of the LMF will not void or modify any portion of this agreement without being negotiated within the prescribed requirements herein.

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ARTICLE SEVEN

UNION REPRESENTATION

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Section 701 Labor Management Forum

The Labor Management Forum is empowered to act on behalf of the Command to discuss pre-decisional matters and address and attempt to resolve labor-management relations issues. The Labor Management Forum will meet to discuss ongoing matters of mutual concern, issues and solutions and will at least consist of the Command management designee, the BMTC chairperson, and a representative of HRO. The Command management designee will chair the forum. Either party may invite representatives to any of these meetings. Union and management will give each other notice of any invited guests and agenda items at least one (1) working day prior to the scheduled meeting. Detailed meeting notes will be taken and disseminated to the LMF members.

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Section 702 Stewards At Large

BMTC Stewards are listed as stewards at large and do not specifically serve zones. The union will maintain a listing of core stewards and alternate stewards. The Chairperson will assign the core stewards to each case that arises. The union will make every attempt to distribute the stewards as fairly across the organization as possible and maintain an equitable balance within the core to cover both GS and WG employees. The union agrees that every effort will be made to have the designated steward or alternate attend meetings with management. Union and management agree to negotiate the number of core stewards to reflect the number of unit personnel on station.

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Section 703 Stewards Shall Represent the Union

Subject to the exceptions in Sections 703 and 2004, the stewards shall represent the union and the employees in meeting with officials of management to discuss appropriate matters of mutual interest. If an employee is moved to another area, the employee may have the assistance of the steward assigned when the grievance occurred, or the steward in the area in which the employee is presently working. The stewards may receive and investigate to conclusion, complaints or grievances of employees, including themselves, on allowed time and thereafter advise employees of rights and procedures outlined in this agreement and applicable regulations or directives for resolving the grievances or complaints without a grievance being made by an individual employee. In the investigation of a grievance or complaint, the employee and/or steward will, in accordance with the grievance time frames set forth in this agreement, contact the management official involved in order to identify, in general terms, the nature of the problem. Grievances and complaints will not be solicited by the union unless a contract violation is suspected. Solicitation of memberships and activities concerned with the internal management of labor organizations such as the collection of dues, membership meetings, campaigning for officers, conducting of elections and

44 distribution of literature or authorization cards will not be conducted during working
45 hours nor while employees are in a duty status. Assigned stewards will normally handle
46 labor-management relations matters at the work area, branch or division, while the
47 Chairperson will normally handle contacts with officials of management above the
48 division level.
49

50 **Section 704 Allowed Time**

51 The Chairperson, stewards or alternate stewards and employees are authorized to use
52 allowed time for the following categories of labor-relations-associated work:
53

- 54 • Negotiations
 - 55 • Mid-term negotiations
 - 56 • Labor-management relations
 - 57 • Grievances and appeals
- 58

59 The union will guard against the use of excessive time in the handling of such matters.
60 Management acknowledges the need for official time for the union to discharge its
61 representational duties. Time will be recorded in the timekeeping tool currently in use
62 by FLCPS. If management believes an individual is abusing the allowed time privilege,
63 management will discuss the matter with the union.
64

65 1. All stewards and alternate stewards will be allowed one work day per year for
66 stewards training. An additional work day of training will be allowed in years a new
67 agreement is implemented. This regular training can accumulate up to a maximum of 2
68 days.
69

70 2. The union will be allowed to attend training sessions conducted by OPM and
71 FLRA, Federal Mediation and Conciliation Service, etc., which are of mutual benefit to
72 management and the union.
73

74 3. The union will be allowed training time for one steward who will go to safety
75 training which is mutually determined by the safety officer and the steward involved, as
76 beneficial to the mission of FLCPS.
77

78 **Section 705 Seek Permission**

79 Except during formal break periods, stewards and Conference Committee members,
80 prior to leaving their work areas, will seek permission from their supervisors, or
81 designated representative, if available. Contact between employees and
82 representatives of the union will normally take place in the immediate vicinity of the
83 employee's assigned work area. Management will consider such requests for meetings.
84 Prior to entering another supervisor's work area, the steward will contact the supervisor
85 or designated management representative to advise the supervisor that the steward is
86 investigating a labor-management problem and will identify the employee to be

87 contacted. Union representatives other than FLCPS employees will follow like
88 procedures.

89

90 **Section 706 Union Chairperson**

91 The Chairperson will perform the following duties:

92

93 • Assign stewards.

94 • Make individual case assessment and assign the appropriate steward to the
95 case.

96 • Provide technical guidance and assistance to stewards in handling grievances
97 and actively participate in hearings.

98 • Research and investigate alleged adverse workplace environments and mediate
99 or resolve as applicable.

100 • Provide technical guidance and assistance to management representatives on
101 labor related issues as requested by management.

102 • Research labor-related laws and regulations. Stay abreast of changes to
103 applicable government regulations.

104

105 The Chairperson for the union, or written designee, will be the sole point of contact in all
106 matters of personnel policies, practices, procedures and matters affecting conditions of
107 employment at FLCPS. In case of absence of the Chairperson, the union will designate
108 an alternate point of contact.

109

110 **Section 707 Required Certifications**

111 The Chairperson may maintain all required certifications of their positions with their
112 parent division if possible, being available for support as feasible. Management
113 acknowledges that the nature of the representatives' duties may demand the majority of
114 the Chairperson's daily time. Management and union officials agree that
115 representatives will have a reasonable amount of time to conduct the business of
116 Sections 701 through 713.

117

118 **Section 708 Changes in Assigned Shift or Work Area**

119 Changes in assigned shift or work area which may impact a union steward or official's
120 ability to perform union duties will be discussed with the union prior to such changes
121 taking place. Management will consider requests from the union to avoid specific
122 actions when it is shown that such actions will negatively impact upon their duties as
123 union representatives. Management agrees upon request of the union to consider the
124 work-area reassignment of personnel to accommodate assignment of stewards. Such
125 reassignments must be consistent with workload and occupational skills.

126

127 **Section 709 Necessary Records and Papers**

128 Management agrees that space within the installation, when it can be made available by
129 the area supervisor, may be used by the stewards to keep necessary records and
130 papers for the purpose of representing employees.

131

132 **Section 710 Conference Area**

133 In the event a conference area is desired for discussions between a union steward and
134 a unit employee, management agrees to provide space when available. Space must be
135 requested in advance to facilitate scheduling of joint-use conference areas.

136

137 **Section 711 Time to be Interviewed**

138 Employees will be allowed a reasonable amount of time to be interviewed by the union
139 as witness in arbitration, appeal cases, and in union investigations pertaining to work
140 place environment issues.

141

142 **Section 712 Distributing Copies of this Agreement**

143 Management agrees to distribute electronic copies of this agreement to all unit
144 employees. A copy of this agreement shall be made available to each newly hired
145 bargaining unit employee as part of the employee's orientation. If a bargaining unit
146 employee does not have computer access, management agrees to provide a hardcopy
147 upon request.

148

149 **Section 713 Newly Hired Unit Employees**

150 Management agrees that all newly hired unit employees will have a place on their
151 check-in sheet for the Chairperson's initials. Another steward may initial the sheet in the
152 Chairperson's absence.

153 **ARTICLE EIGHT**
154 **WORK SCHEDULES**

155
156 **Section 801 Administrative Workweek**

157 The administrative workweek is the calendar week 0000 Sundays through 2400
158 Saturdays. Normal start and stop times will be in accordance with the timekeeping
159 manual. Except as set forth below, the basic workweek consists of five consecutive 8
160 hour days, Monday through Friday, followed by two days off. Basic workweeks other
161 than Monday through Friday may be established to meet the operational demands of
162 FLCPS.
163

164 **Section 802 Family-Friendly Work Arrangements**

165 In the spirit of providing family-friendly work arrangements, Management will consider
166 Alternate Work Schedule (AWS) requests whenever possible within mission constraints.
167 Any employee may request an AWS.
168

169 **Section 803 Purpose of Alternate Work Schedule**

170 The purpose of AWS is to enable managers and supervisors to meet program goals
171 while, at the same time, allowing employees to be more flexible in scheduling their
172 personal activities, including pursuing advanced degrees and meeting family needs.
173 Providing flexible scheduling of working hours and telecommuting improves morale and
174 reduces stress by giving employees more options to balance work and family demands.
175 This enhances both hiring and retaining quality employees.
176

177 **Section 804 Alternate Work Schedule Policy**

- 178 1. The AWS is offered on a voluntary basis to full-time career and temporary
179 employees of FLCPS as set forth above. Work schedules for employees not
180 approved for AWS will be established per current Negotiated Agreements or FLCPS
181 timekeeping procedures as applicable. It is understood that when changing work
182 groups, employees' Alternate Work Schedules may have to be changed to
183 complement the schedules of co-workers and accomplish the mission of the affected
184 work units.
- 185 2. Some projects or assignments may require that employees work a schedule other
186 than their normal assigned schedules for the duration of that project or assignment.
- 187 3. Supervisors shall continually evaluate all positions for impact on efficient mission or
188 function accomplishment.

189 **Section 805 AWS Procedures**

- 190 1. In establishing an employee's work hours, primary consideration is given to efficient
191 mission or function accomplishment, as well as other considerations set forth in
192 applicable regulations. Management will also consider safety, technical/supervisory

193 coverage, family-friendly policies and employee morale when establishing work
194 hours and Alternate Work Schedules. AWS procedures are detailed in the FLCPS
195 —Alternative Work SchedulesII instruction.

196 2. Participating employees will have their regular work hours and the designation of
197 shifts entered in the timekeeping system.

198 3. In order to prevent disruptions to routine Command functioning, schedule changes
199 must be kept to a minimum. An employee desiring to permanently discontinue
200 participation in the AWS program should submit a written request to his or her
201 immediate supervisor. The request should specify the desired change and include
202 the desired effective date.

203 4. Employees who submit a request for an AWS in writing will receive a written
204 response if requested. If the request for an AWS is denied, the supervisor will
205 provide to the employee specific and explicit reasons for declining approval of such
206 requests.

207 **Section 806 Alternate Work Schedule TDY Situations**

208 Management is responsible for anticipating fluctuations in an employee's work schedule
209 to provide for 80 hours of work in each pay period. Therefore an employee will change
210 to the basic workweek for the entire pay period(s) during which temporary duty (TDY) is
211 projected.

212 **Section 807 Compressed Work Schedule (CWS)**

213 A compressed work schedule (CWS) enables a full-time employee to complete the
214 basic biweekly work requirement of 80 hours in fewer than 10 workdays.

215

216 **Section 808 CWS & Training Situations**

217 An alternate work schedule does not normally apply to individuals attending schools,
218 training courses, conferences, etc., where the basic workweek schedule is used. For
219 those pay periods involving training of this nature, the employee will normally work five
220 8 hour days. However, if an employee is attending training within the local area, or is
221 commuting on a daily basis to training, it may be possible to remain on a compressed
222 work schedule, (dependent upon availability of work and workspace).

223 **Section 809 CWS & Deviation from the Workweek Or Hours**

224

225 1. Any deviation from the workweek or hours of work set forth in Section 801 above
226 shall be made in accordance with applicable laws and government-wide regulations
227 and the provisions for Alternate Work Schedules as set forth below:
228

229

229 2. The range of hours during which an employee may be authorized to work is the
230 employee's tour of duty. All employees are expected to be at work or in an
231 approved leave status during their work schedule.

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3. Alternate Work Schedules may be utilized if requested by the employee and approved by management. Management will consider requests from employees to affect changes in their shift hours and these requests may be granted by the appropriate supervisor. Management will also consider short-term changes of shifts to accommodate special needs or desires expressed by employees subject to the same considerations. Management may make minor changes in shift hours to accommodate individuals.
4. The employee will normally remain on that shift for 60 days before the employee can request a change to another shift. An employee may request to change his/her shift after 60 days. This must be accomplished by notifying his or her supervisor in writing. Management shall notify the employee of the approval or denial of the request prior to the requested start date.

Section 810 Flextime

1. The flextime program includes civilian employees of FLCPS and its annexes. This system allows employees to select and vary their arrival and departure times.
2. The following basic requirements must be met:
 - a. Each participating employee must account for an eight (8) hour day.
 - b. Each participating employee must be present during core hours. Core hours are defined as 0830 – 1430 hours.
3. Management has the right to determine which employees will be excluded from participation in the flextime program and for what periods of time their exclusion is effective. Employees excluded will be provided with as much advance written notification as possible, taking into consideration the employees' circumstances and the workload requirements. An employee may grieve the exclusion through the negotiated grievance procedure.
 - a. Permanent exclusion: If the employee's presence on duty during the basic shift is essential for the maintenance of FLCPS operations and efficiency; if the employee has abused the flextime program; if they are part-time employees working less than eight (8) hours per day.
 - b. Temporary exclusion: If the employee is required to travel or is on TAD/TDY or if employee participation would conflict with training.
4. Employees participating in flextime will: Post arrival and departure times including break for lunch if taking more than 30 minutes.

275 **Section 811 Changing the Days of Basic Workweek or Shift Hours**

276
277 When changing the days of an employee's basic workweek or shift hours without
278 employee concurrence, management will normally give notice to the employee and
279 union at least seven (7) calendar days before the first administrative workweek affected
280 by the change. The days of an employee's basic workweek shall not be changed for any
281 period of less than one (1) full week except under the special circumstances described
282 above and in applicable regulations. It is recognized that certain working conditions do
283 not permit the full notice period. The number of employees assigned to a workweek
284 other than Monday through Friday will be the minimum necessary to perform the
285 functions. Non-work days of employees will be consecutive.

286
287 **Section 812 Lunch**

288 Normally, employees will be granted 30 minutes for lunch. Exceptions are as follows:

- 289 1. In the event management requires employees to work through their regular lunch
290 period, employees will be given time to eat at a time agreed upon by the employees
291 and their supervisors.
- 292 2. If, as a result of unforeseen circumstances, the employee is required to eat lunch on
293 the job and food is not available at the job site, the supervisor, if possible, will see
294 that appropriate arrangements are made for the employee to obtain food at the
295 employee's expense.
- 296 3. In the event management requires an employee to forego the lunch period and the
297 employee works all of the work-shift, including the lunch period, all time worked in
298 excess of the normally scheduled hours in the workday will be considered overtime.
- 299 4. Under special circumstances, management may allow employees to forego their
300 lunch break thereby shortening their work-shift by the time normally allotted for
301 lunch.

302
303 **Section 813 Work-Hours, Unusual Circumstances**

304 Where workload cannot be scheduled during normal work-hours, employees may
305 volunteer to shift their hours of work to accommodate the workload.

306
307 **Section 814 Assignment to Swing and Graveyard Shifts**

308 Management agrees that assignment of employees to the swing and graveyard shifts
309 will be made in accordance with management's analysis of the work requirements and
310 the qualifications of all persons available. Consideration will be given to volunteers and
311 to employees adversely impacted by such assignments.

312

313 **Section 815 Non-Clocking Privileges**

314 All employees will be extended non-clocking privileges except in situations involving
315 overtime or compensatory time or if they are participating in flextime. Clocking may be
316 required in situations where no supervisor will be working a back-shift to provide
317 attendance verification.

318

319 **Section 816 End of Each Shift**

320 Time will be allowed, as determined by management, prior to the end of each shift for
321 protection of government property and equipment. Management will provide suitable
322 facilities for protection and stowage of materials and equipment.

323

324 **Section 817 Breaks**

325 There will be a 15 minute break during the first half of the work shift and a 15 minute
326 break during the second half of the work shift for all unit employees. When an
327 employee is required to work an extended period of time beyond his or her normal shift,
328 the employer will consider allowing reasonable rest breaks depending on the nature of
329 the work and the safety and personal health needs of the employee.

330 **ARTICLE NINE**
331 **OVERTIME**

332
333 **Section 901 Overtime Assignments**

334 Whenever possible, overtime assignments will be distributed fairly among employees
335 determined by management to be qualified to perform the work. If an employee is
336 relieved of an overtime assignment at the employee's request, the hours of overtime
337 declined will be considered as overtime hours worked for purposes of determining the
338 equity of distribution. Since compensatory time for non-exempt employees is strictly
339 voluntary, management agrees that no overtime work assignments will be required as
340 compensatory time to avoid the payment of overtime compensation.
341

342 **Section 902 Notice of Overtime**

343 In the assignment of overtime, management agrees to provide the employee a minimum
344 of one scheduled full workday notice of scheduled overtime. As soon as the need for
345 unscheduled overtime is known, management will promptly notify all affected
346 employees and further agrees to give due consideration to the employee's personal
347 circumstances, subject to the paramount requirements of fulfilling the mission of the
348 installation. Confirmation of instructions to report for overtime will be given no later than
349 the start of the lunch period on the last scheduled shift before the overtime commences.
350 The union recognizes that in special cases, such as the breakdown of equipment or
351 other urgent requirements, little or no advance notice may be possible.
352

353 **Section 903 Irregular or Occasional Work on an Overtime Basis**

354 Management agrees to consider employees' requests to provide at least 4 hours of
355 work to an employee who is required to perform irregular or occasional work on an
356 overtime basis on a nonscheduled workday. It is recognized that in cases of emergency,
357 such as restoration of utilities, etc., less than 4 hours may be provided. Where the
358 services of the employee are not required for 4 full hours, overtime will be paid in
359 accordance with the —callback provisions of OPM regulations and other applicable
360 regulations which provide for a minimum of 2 hours pay.
361

362 **Section 904 Qualifying for Overtime**

363 If an employee is in a work status during any part of a normal workday the employee
364 may work overtime on that day or the following day. Employees in an approved leave
365 status prior to overtime will not be denied their opportunity for weekend overtime
366 assignments, if present during solicitation of the overtime or arranged in advance.
367

368 **Section 905 Inspection of Existing Overtime Records**

369 Management agrees to allow inspection of existing overtime records by stewards to the
370 extent necessary for determination of alleged inequities in overtime distribution. Such
371 requests will be kept to a minimum by the union.

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Section 906 Overtime Policy

When an employee is scheduled to work 8 hours of overtime which is not a continuation of the regular work shift, the following policy will apply:

1. If the employee is not notified that work is not available prior to reporting for work, the employee will be provided 2 hours of work.
2. When there is a continuation of an employee’s regular scheduled work shift and it is anticipated the continuation of work will last 2 hours or more, employees shall be provided a break period at the end of the regular shift and every 2 hours thereafter.

Section 907 Scheduling of Representational Activities

Management and the union recognize that union representational activities should be scheduled during normal work hours, and that overtime is not authorized for union duties.

390 **ARTICLE TEN**
391 **HOLIDAY WORK**

392
393 **Section 1001 Holiday Work, Assignment**

394 In so far as practicable and in keeping with management's need for holiday work,
395 assignment to holiday work shall be made by following the procedures specified in this
396 Agreement.
397

398 **Section 1002 Legal Public Holidays**

399 The following are legal public holidays and will be observed as prescribed by Federal
400 law:

- 401 1. New Year's Day
- 402 2. Birthday of Martin Luther King, Jr.
- 403 3. President's Day
- 404 4. Memorial Day
- 405 5. Independence Day
- 406 6. Labor Day
- 407 7. Columbus Day
- 408 8. Veterans Day
- 409 9. Thanksgiving Day
- 410 10. Christmas Day

411 **ARTICLE ELEVEN**
412 **WAGE SURVEYS**

413
414 **Section 1101 Wage Surveys**

415 It is agreed that management will forward promptly to the proper authorities, properly
416 documented requests for wage surveys submitted by the union and will notify the union
417 as soon as possible as to the date such wage surveys will be conducted.
418

419 **Section 1102 Time Allowed**

420 Time allowed during working hours may be granted to not more than one employee for
421 each benchmark trade, for the purpose of appearing before the Wage Survey
422 Committee to make a presentation on behalf of the employees in the unit concerning
423 wage survey coverage. Management will consider the unions' suggestions on the
424 selection of the bargaining unit employee to appear before the Wage Survey
425 Committee. Such allowed time will be limited to 3 hours per appearance.
426

427 **Section 1103 Wage Survey Data Collectors Pay**

428 Wage survey data collectors will be paid regular and overtime pay for all work officially
429 authorized and approved which is performed by them in the course of their duties as
430 data collector. Other expenses will be paid in accordance with applicable regulations.

431 **ARTICLE TWELVE**
432 **SICK LEAVE**

433
434 **Section 1201 Accrued Sick Leave**

435 Accrued sick leave shall be granted employees when they are incapacitated for the
436 performance of their duties by sickness, injury or pregnancy and for medical, dental or
437 optical examination or treatment or in accordance with circumstances described in the
438 Family Medical Leave Act (FMLA) and other applicable regulations.
439

440 **Section 1202 Notify, or Cause to be Notified**

441 Unless physically incapacitated from so doing, an employee who is absent on account
442 of illness will personally notify, or cause to be notified, on the first day of sick leave
443 during the week unless otherwise arranged, the designated supervisor no later than 2
444 hours after the start of the employee's or supervisor's work shift, whichever is later. If
445 an employee expects to be absent more than one day, the employee will advise the
446 supervisor of the expected date of return. Where the employee so advises the
447 supervisor, daily reports may not be necessary unless required by management.
448 Employees assigned to service functions such as transportation and utilities will call or,
449 cause to be notified, the supervisor within a reasonable time prior to the start of their
450 assigned shift. Failure of employees to comply with these procedures will not by itself
451 result in sick leave disapproval which will take place only when evidence of the
452 employee's illness is insufficient under pertinent laws and regulations. If the supervisor
453 or representative is not available, the caller will leave a telephone number where the
454 employee can be reached in case it is necessary to discuss work in progress or the
455 expected duration of the illness. The employee retains the responsibility for assuring
456 that notification is made regardless of whether it is made personally. When an absence
457 extends from one workweek to another, the employee must notify the supervisor, or the
458 designated supervisor, on the first workday of each week until return to duty, unless
459 under a doctor's care for an extended period. The fact that notification occurs does not
460 automatically constitute sick leave approval. Request for sick leave for medical, dental
461 or optical examination or treatment shall be submitted for approval prior to the beginning
462 of the leave unless otherwise arranged with the supervisor. Supervisors may request
463 additional information on which to make leave determinations. Failure to furnish the
464 nature of the illness may not, by itself, serve as a basis for disapproval of the leave.
465 Prior to taking disciplinary action, the supervisor will discuss the circumstances of the
466 absence with the employee. The employee will be given an opportunity to consult with
467 the union representative, if they request to do so.
468

469 **Section 1203 Medical Certificates**

470 Evidence in support of Sick Leave (Medical Certificates) (I) In accordance with 5 CFR
471 630.403(a), the Employer may grant sick leave only when the need for sick leave is
472 supported by administratively acceptable evidence. The employer may consider an
473 employee's self certification as to the reason for his or her absence as administratively

474 acceptable evidence, regardless of the duration of the absence. The employer may also
475 require a medical certificate or other administratively acceptable evidence as to the
476 reason for an absence in excess of three (3) workday/shifts, or for a lesser period when
477 the employer determines it is necessary. The employee must provide administratively
478 acceptable evidence or medical certification for a request for sick leave no later than 15
479 calendar days after the date the employer requests such medical certification. If the
480 employer has reason to believe that an employee may be abusing the sick leave
481 privilege, the employer may advise the employee via a Letter of Requirement that all
482 future requests for unscheduled sick leave must be supported by a medical certificate
483 verifying incapacitation. Medical certificates, when required, will specify when the
484 employee may return to duty. When a supervisor suspects that an employee is abusing
485 sick leave, the employee will be orally advised of the suspected abuse. The employee
486 may request union representation for the oral counseling. At the conclusion of the oral
487 counseling, the employee may be advised, in writing, of the requirement to submit a
488 medical certificate signed by a physician, practitioner or designated medical
489 representative for each subsequent absence for illness. Medical certificates will not be
490 required for holidays or days outside the employee's workweek.
491

492 **Section 1204 Advance Sick Leave**

493 Management may advance sick leave in accordance with applicable directives to career
494 or career conditional employees who are incapacitated for duty because of serious
495 illness or injury.
496

- 497 1. The maximum advance will not exceed 240 hours;
- 498
- 499 2. There is reasonable evidence substantiated by a statement from the medical officer
500 or practitioner or private physician that the employee will be capable of returning to
501 work and fulfilling the scope of the employee's normal duties;
502
- 503 3. Sick leave will not be advanced to an employee known to be contemplating
504 separation by retirement or resignation, or has evidenced a pattern of un-responsible
505 leave usage in the past.
506

507 **Section 1205 Temporary Restricted Work**

508 When an employee is assigned a temporary restricted-work classification, as
509 determined by the Medical Officer, management will give good faith consideration to
510 providing temporary limited duty assignments consistent with the prescribed restrictions.
511 Should no such job be available for the duration of the restriction, the employee may
512 elect to use sick leave or annual leave if available, leave without pay or apply for injury
513 compensation as provided by law.
514

515 **Section 1206 Alcohol and Drug Addiction**

516 Management recognizes alcoholism and drug addiction as treatable illnesses. Sick or
517 annual leave may be granted and/or advanced to an employee for the purpose of

518 receiving treatment approved by management for alcoholism and drug addiction,
519 provided the employee is complying with treatment requirements.

520

521 **Section 1207 Injured On the Job**

522 Employees injured on the job will be eligible for continuation of pay in accordance with
523 Office of Workers' Compensation Programs (OWCP) regulations. An employee who has
524 filed a claim with OWCP for continuation of pay may elect continuation of pay, or use
525 sick or annual leave, as appropriate, pending the decision by OWCP. Employees who
526 elect to use sick or annual leave in lieu of compensation may request to buy back leave
527 used for that purpose, after approval by OWCP.

528

529 **Section 1208 Right to Select A Physician**

530 In job-related injury situations, employees will be informed prior to medical treatment or
531 as soon as possible of their right to select a physician of their choice.

532

533 **Section 1209 Verifying Sick Leave Use**

534 In making visits to an employee's home for the purpose of verifying sick leave use, a
535 union representative will be notified and be allowed to accompany the management
536 official making the visit.

ARTICLE THIRTEEN

ANNUAL LEAVE

Section 1301 Requests for Planned Annual Leave

Employees will submit Annual Leave requests for periods of less than five days to the immediate supervisor or designated representative prior to the date for which the leave is requested.

1. The supervisor or designated representative will approve or disapprove the request within two working days of submission, taking into account the reason for the request, workload during the period covered by the request, and the employee's leave record. 2. Employees will submit leave requests for periods of two or more weeks at least 30 days in advance. Management will give such requests due consideration, subject to operational commitments and leave already scheduled.

3. Subject to workload, management will schedule leave for vacations of not less than two consecutive weeks for employees who earn 13 days of annual leave per year, and not less than three consecutive weeks for employees who earn 20 days or more, providing that the leave is available and that the leave was requested at least 30 days in advance.

4. When it is necessary to cancel previously approved leave of two weeks or more, the reason for the cancelation will be provided to the employee in writing upon request, and the employee will be notified of the right to reschedule the leave.

5. Once an employee has agreed upon a vacation period, rescheduling will not be permitted if doing so would affect another employee.

Section 1302 Requests for Emergency Annual Leave

Leave not requested in advance is considered emergency annual leave. Employees unable to report to work as scheduled will contact the supervisor or designated representative as soon as possible, no later than two hours after the start of their shift on the first workday of absence, and explain the reason for the absence. If the supervisor is unavailable, the employee will provide contact information so the supervisor can obtain further information if needed. The supervisor will approve leave if there is a bona fide emergency warranting the absence. If the absence is determined not to be a bona fide emergency, or if the employee does not contact the supervisor or designated representative within the specified two-hour limit without a justifiable reason, the supervisor will disapprove the leave request and the employee may be placed in an Absent Without Leave (AWOL) status.

Section 1303 Forced Annual Leave

Management reserves the right in accordance with appropriate regulation to place an employee on annual leave whenever it is deemed expedient to do so for administrative

reasons. Employees will be given the opportunity to take leave-without-pay in accordance with current regulations. When necessary to require an employee to use annual leave, management agrees to give the maximum possible advance notice to the employees and the reason for the action. In such situations, management will give first consideration to volunteers.

Section 1304 Permitted to Use All Annual Leave Earned Each Year

Subject to workload, employees will be permitted to use all annual leave earned each year. When the majority of available leave is placed on a schedule prior to 1 April every year, the ability of the employee to complete this planned leave is significantly enhanced. Planning for use of leave throughout the year is a joint responsibility of both the employee and the supervisor. Advance planning can help avoid conflicts with other employees' leave schedules and with periods of heavy workload. Also, scheduled and approved —use or losell annual leave, which is later denied due to exigencies of public business in accordance with local and Federal regulations, and which cannot be rescheduled, and leave which is forfeited at year end due to extended illness or administrative error, can meet the criteria for leave restoration when approved by the Executive Director or designee.

Section 1305 Employee's Birthday

Management agrees to make a reasonable effort to allow the employee to have the shift off on annual leave on the employee's birthday when requested in advance.

Section 1306 Scheduling of "Use-Or-Lose" Leave

Management agrees to consult with the employee as appropriate in the scheduling of —use-or-losell leave. Use or lose annual leave is governed by applicable law. It is the employee's responsibility to request scheduling of use or lose annual leave. The parties agree that employees should schedule use or lose annual leave as soon as possible. Per 5 CFR Part 630, use or lose annual leave requested after three pay periods before the end of the leave year, that is denied and that cannot be rescheduled before the end of the leave year, will be forfeited. Properly scheduled use or lose annual leave that is subsequently canceled by management and forfeited, may be requested to be restored.

Section 1307 Advance Annual Leave

Advance annual leave may be granted in accordance with regulations. Advance annual leave in excess of 40 hours must be approved by the Executive Director or designated representative. Upon written request by the employee, with reasonable justification to the employer, and in accordance with applicable law and regulation, annual leave may be advanced to the employee subject to the following conditions:

- (1) The amount of leave advanced may not exceed that which will be earned during the remainder of the leave year.
- (2) There is a reasonable expectation that the employee will return to duty for a period of time sufficient to repay the advance.

1 **ARTICLE FOURTEEN**
2 **ADMINISTRATIVE LEAVE**

3
4 **Section 1401 Unforeseen Disruption**

5 When employees' services are not needed for short periods of time because of
6 conditions which cannot reasonably be foreseen by management such as power or
7 equipment failure, lack of material, weather conditions, transportation strikes, or acts of
8 God, management may direct the use of annual leave subject to the following
9 conditions:

- 10
11 1. In cases of interrupted or suspended operations due to unforeseen conditions,
12 employees who cannot be assigned to other work will be required to use annual
13 leave where 24 hours advance notice can be given. Employees may elect to use
14 leave-without-pay in this circumstance.
15
16 2. When such situations develop too late to give 24 hours advance notice, employees
17 who cannot be assigned to other work will be required to use annual leave only if
18 notice can be given before the end of their shift immediately preceding the one in
19 which they are to be placed on leave. Such involuntary use of leave may not exceed
20 5 days in any leave year.
21
22 3. When neither 24 hours notice nor notice before the end of their immediately
23 preceding shift is possible, employees who cannot be assigned to other duties may
24 be placed on Administrative Leave not to exceed 8 hours and could then be placed
25 on enforced annual leave for any subsequent continuous absence required beyond
26 8 hours, provided a 24-hour advance notice can be given.
27

28 **Section 1402 Relocated From Other Areas**

29 Government sponsored employees who have relocated from other areas outside the
30 normal commute area may, in addition to the relocation expenses provided for in
31 applicable regulations, be permitted to use no more than 3 days of administrative leave
32 for the purposes of receiving shipments of personal belongings and other necessary
33 actions directly related to the relocation.

34 **ARTICLE FIFTEEN**
35 **LEAVES OF ABSENCE**

36
37 **Section 1501 Union Business or Training**

38 Employees normally will be granted accrued annual leave or leave-without-pay to
39 accept temporary positions with the union or its affiliates or to attend conventions or
40 meetings of the union as defined in the Statute and subject to the needs of
41 management, provided that leave-without-pay shall not exceed 1 year.

42

43 **Section 1502 Approved LWOP**

44 Employees who are absent on approved leave-without-pay for periods of up to 1 year
45 shall accrue all applicable rights and privileges in respect to coverage under the Federal
46 Employees Group Life Insurance and Federal Employees Health Benefits Programs.

47

48 **Section 1503 Bereavement**

49 Leave for bereavement will be in accordance with applicable regulations.

50

51 **Section 1504 Excused Time**

52 An employee shall be allowed excused time, without charge to leave or loss of pay,
53 subject to the workforce requirements of management as hereinafter provided:

54

- 55 1. An employee whose services have been requested for authorized emergency
56 rescue and protective work not to exceed 40 hours per calendar year.
- 57 2. Participation in examinations for promotion or interview for job opportunity during
58 working hours when conducted by FLCPS management.
- 59 3. Employees under RIF notice will be granted administrative leave for required
60 interviews at other Federal activities within the commuting area.
- 61 4. Employees who volunteer as blood donors (either to the blood bank or directly to
62 individuals) shall be excused for this purpose. Such absences shall not exceed 4
63 hours and shall be certified, in writing, by the organization receiving blood.
- 64 5. An employee who is tardy for less than an hour at the beginning of the assigned shift
65 may be excused at the discretion of the immediate supervisor or the supervisor's
66 designated representative. Such tardiness, if repetitive for any one employee, will be
67 subject to investigation and/or administrative action. Such excuses do not apply to
68 overtime work performed outside the basic workweek.

69

70 **Section 1505 Agency-Ordered Fitness-For-Duty Examinations**

71 Allowed time will be granted both to employees traveling to Federal medical facilities
72 and to employees traveling to offices of selected private physicians for their
73 agencyordered fitness-for-duty examinations.

74

75 **Section 1506 Family and Medical Leave Act**

76 Family and medical leave will be granted in accordance with applicable law and
77 regulations. Civil service employees are covered under Title II. 5 CFR Part 630.1201.
78 An employee is entitled to a total of 12 administrative workweeks of unpaid leave during
79 any 12 month period for the following reasons: (1) Birth of a child and care of newborn;
80 (2) placement of a child with an employee for adoption or foster care; (3) care for
81 spouse, child or parent with a serious health condition; (4) serious health condition of
82 the employee. To be eligible for FMLA leave under Title II, an employee must have
83 worked as a civil servant for 12 months. To apply for FMLA leave, the employee will

84 submit a request at least 30 days in advance, if possible. In an emergency situation,
85 notice from an employee's family member or other responsible party will suffice until the
86 employee is able to contact the employer to provide additional information. An
87 employee who takes FMLA leave is entitled to be restored to the same or equivalent
88 position, with equivalent benefits, pay, status, and other terms and conditions of
89 employment.

90 **ARTICLE SIXTEEN**
91 ***PUBLICITY***
92

93 **Section 1601 Unofficial Bulletin Boards**

94 Management will make space available on unofficial bulletin boards on which the union
95 may post notices of union meetings, recreational or social affairs, elections, results of
96 elections or other appropriate literature.
97

98 **Section 1602 Union Surveys and Polls**

99 With the concurrence of management it is agreed that the union will be permitted to use
100 official time to distribute employee surveys and polls during working hours provided that
101 such surveys or polls are directly related to conditions of employment.
102

103 **Section 1603 Union News Bulletin**

104 The union shall have the right to distribute, within this activity, a union news bulletin to
105 all employees subject to the provisions of this Agreement. Such bulletins will not be
106 distributed inside any gates during peak traffic hours.
107

108 **Section 1604 Use of Defamatory or Scurrilous Statements**

109 The union and Management mutually denounce the use of defamatory or scurrilous
110 statements by members of either party as being contrary to the principle of a good
111 union/Management relationship, and further agree that they will not condone any such
112 activity through failure to take affirmative action to prevent or stop it.
113

114 **ARTICLE SEVENTEEN**
115 ***PROMOTIONS***
116

117 **Section 1701 Promoted Based On The Needs Of Management**

118 Management will establish and maintain a Merit Staffing Program that will be designed
119 to ensure a systematic means of selection for promotion based on merit. Merit
120 Promotion is but one means of filling vacancies. Other appropriate means of filling
121 vacancies, as provided by law and regulations, may be properly utilized by the
122 management. Employees will be promoted based on the needs of management and on
123 the basis of merit without regard to race, color, religion, sex, marital status, national
124 origin, age, mental or physical handicap, political affiliation or membership or
125 nonmembership in employee organizations.
126

127 **Section 1702 Area of Consideration**

128 The area of consideration for merit promotions are established by management and are
129 determined by the likelihood of sufficient qualified candidates.

130

131 **Section 1703 Merit Promotion Announcements**

- 132 a. FLCPS will utilize USA JOBS (or other recruitment tool as designated by
133 Department of Navy) to fill vacancies except in cases when it is not the most effective
134 means of recruitment. Job openings will be posted on the USA JOBS web site for a
135 minimum of five (5) calendar days, prior to the first cutoff date.
- 136 b. EXCEPTION: In the event it is necessary to post an announcement for a shorter
137 period, e.g., due to the expectation of receiving a large number of applicant resumes,
138 the Union will be notified prior to issuance.
- 139 c. Management Identification of Candidates (MIC) may be used in lieu of traditional
140 merit promotion vacancy announcements through USA JOBS to fill vacancies. MIC will
141 follow the process as described in FLCPS Instruction 12330.1.

142

143 **Section 1704 Temporary Assignments**

144 Qualified employees will be given temporary assignments in accordance with federal
145 personnel regulations and the following:

146

- 147 1. When an employee is assigned to a higher graded position for 14 calendar days or
148 more, and is eligible, a temporary promotion will be made. This does not apply to
149 assignment of personnel on formal training programs, where employee is mentored
150 in performance of those duties. In situations where back pay is determined to be
151 warranted under this subsection, the regulatory time limits regarding temporary
152 promotions, for which competitive procedures are normally required, do not apply.
- 153 2. Details to different positions at the same or lower grade level for periods over 30
154 days may be made by detail papers.
- 155 3. Temporary reassignments may be made in lieu of details.

156

157 **Section 1705 Evaluation of Candidates**

158 a. Candidates eligible for noncompetitive selection may be referred to the
159 selecting official for consideration at any time. Management may also elect to consider
160 such candidates along with promotional candidates in the competitive process.

161 b. The evaluation method may include development of a crediting plan
162 using job analysis to determine pertinent knowledge, skills, and abilities (KSAs) required
163 for the position. This will serve as the basis for referring the best qualified applicants to
164 the selecting official.

165 c. The selecting official may select any candidate who is certified or non-select all
166 candidates.

167 d. Once a selection certificate has been issued, the evaluation of candidates for
168 announced positions within the unit may be done by selecting officials or a rating panel
169 and shall be based on the candidates submitted resume and any supplemental
170 information as identified in the merit promotion announcement. The Official Personnel
171 Folder (OPF) and a personal interview may be utilized. The annual performance
172 appraisal, in and of itself, shall not be used to qualify or disqualify a candidate but shall

173 be judged in conjunction with other pertinent available information regarding the
174 applicant's qualification for advancement.

175

176 **Section 1706 Qualifications Review**

177 When an employee's resume has been considered under a vacancy announcement,
178 notification will be posted in accordance with the Department of Navy recruitment
179 process. If applicants have questions about why they were not referred for a specific
180 vacancy, they should contact the Human Resources Service Center (HRSC) to obtain
181 answers utilizing the appropriate process available. In the event questions concerning
182 the eligibility or non-referral of an applicant cannot be answered to the satisfaction of the
183 applicant by the staff at HRSC, the applicant may request, in writing, or via e-mail that a
184 decision be reviewed by the HRSC. Failure to be selected for promotion when proper
185 promotion procedures were used (this includes non-selection from among a group of
186 properly ranked and certified candidates) is not a basis for a grievance.

187

188 **Section 1707 Basic Information Will Be Available, Upon Request**

189 When a merit promotion certificate/list or a MIC is established, basic information will be
190 available, upon request, to applicants within seven (7) calendar days of final selection.
191 Information will include basic eligibility, the individual's name, scores, and the score of
192 all other applicants (when applicable). Names of other applicants will not be provided.

193

194 **Section 1708 Nepotism (Ref: 5 USC 3110 and 5 USC 2302)**

195 1. A public official as defined in 5 USC 3110 may not appoint, employ, promote,
196 advance, or advocate for appointment, employment, promotion, or advancement, in or
197 to a civilian position in the agency in which she/he is serving, or which she/he exercises
198 jurisdiction or control of any individual who is a relative of the public official. —Relative
199 is defined as follows: Father, mother, son, daughter, brother, sister, uncle, aunt, first
200 cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law,
201 daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson,
202 stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

203

204 2. Assignments may not be made which result in a supervisory relationship
205 between relatives except under temporary conditions as described in 5 USC 3110 (d)
206 and (e). A supervisory relationship is one involving day-to-day direction, performance
207 evaluation and leave approval. If a supervisor gets married to a subordinate, action will
208 be taken to sever the supervisory relationship.

209

210

211 **ARTICLE EIGHTEEN**
212 ***REDUCTION IN FORCE***

213
214 **Section 1801 Pending Reduction-In-Force**

215 Management agrees to notify the union of pending reduction-in-force actions at which
216 time the union may make its views and recommendations known concerning the
217 implementation of such reduction-in-force actions.
218

219 **Section 1802 Continuing Positions**

220 In the event of a reduction in force, existing vacancies will be utilized to the maximum
221 extent possible to place employees in continuing positions who otherwise would be
222 separated from the service. All reductions in force will be carried out in strict compliance
223 with applicable laws and regulations.
224

225 **Section 1803 Reassign Employees**

226 It is agreed that management, to the extent consistent with this activity's workforce
227 requirements, will make a reasonable effort to reassign employees whose positions are
228 eliminated. It is agreed that management will make a reasonable effort to train
229 employees where necessary for reassignment whose positions are eliminated, provided
230 the cost of such training is not excessive and the employee has the necessary aptitude
231 as determined by management. Any employee demoted without personal cause will be
232 advised in writing of the employee's entitlement to special consideration for
233 re-promotion.
234

235 **Section 1804 Right to Review Retention Registers**

236 The union shall have the right to review retention registers and other pertinent papers
237 relative to reduction-in-force actions affecting employees in the unit. Such requests by
238 the union will identify the employees or areas of concern. Personnel folders will not be
239 reviewed by the union unless written permission has been obtained from the employee.
240

241 **Section 1805 Re-Promotion**

242 Although not guaranteed re-promotion, an employee entitled to special consideration for
243 re-promotion must be considered when a vacancy occurs in a position at the former
244 grade level (or any intervening grade level) for which the employee is qualified.
245

246 **Section 1806 Examine Retraining Programs**

247 Management agrees to meet with the union to collectively examine the establishment of
248 retraining programs to enable the qualification of employees for reassignment to other
249 positions.

250 **ARTICLE NINETEEN**
251 **DISCIPLINARY ACTIONS**

252
253 **Section 1901 Disciplinary Action Categories**

254 Disciplinary actions are included in one of the following categories:

- 255
- 256 1. Appealable/grievable (Adverse) actions — Removals, suspensions for more than 14
257 days, and reductions in grade or pay.
 - 258 2. Grievable Disciplinary actions — Suspensions of 14 days or less and letters of
259 reprimand.
 - 260 3. Other actions — Oral admonishments, letters of caution or letters of requirement.
261 These are not formal disciplinary actions, but are informal steps taken prior to formal
262 disciplinary actions.
- 263

264 **Section 1902 Just Cause**

265 Disciplinary action will be taken only for just cause. Prior to taking disciplinary action,
266 supervisors will consider addressing the issue through Alternative Dispute Resolution
267 (ADR). ADR would involve bringing in a third party (union, management or both union
268 and management) for discussions in an attempt to resolve issue(s). In cases of
269 proposed disciplinary actions, the employee will be given at least five working days to
270 reply to the proposed action prior to the effective date, unless there is reasonable cause
271 to believe the employee has committed a crime for which a sentence of imprisonment
272 may be imposed. When retention of an employee in duty status presents a detriment to
273 the interests of the Government or a threat to the safety of personnel and others in the
274 workplace, this five day window for replying to the proposal for adverse action will not
275 apply.

276

277 **Section 1903 Preliminary Investigations and Discussions**

278 Prior to making a determination as to whether disciplinary action is warranted, the
279 immediate supervisor may undertake preliminary investigations and discussions with
280 the employees concerned without the presence of a union representative; however,
281 employees have the right to union representation during such an investigation if they
282 reasonably believe disciplinary action may result. The investigation will be conducted at
283 the lowest practicable supervisory level. When the employee is advised that disciplinary
284 action will be taken, the employee is entitled to Weingarten rights as provided in 5 U.S.C.
285 7114(a)(2)(B). Management will provide the designated union representative, upon the
286 employee's request, and if not prohibited by law, copies of information relied on by the
287 agency in proposing or taking disciplinary action.

288

289 **Section 1904 Written, Formal Disciplinary Action**

290 In all cases of written, formal disciplinary action taken by management against any
291 employee covered by this agreement, the union shall be notified of the action taken by

292 management as soon as possible after the employee is notified unless the employee
293 certifies in writing that the union shall not be notified, or provided documentation.

294

295 **Section 1905 Grievable and Appealable Disciplinary Actions**

296 After adverse action has been taken, if the employee alleges that the charges were
297 untrue, the facts misrepresented, or the penalty too severe, the employee may grieve or
298 appeal the decision in accordance with this agreement. Applicable grievance
299 procedures are covered in Article 20.

300

301 If an employee elects to grieve disciplinary action, the union may request that the action
302 not be imposed until the employee has exhausted grievance rights as set forth in this
303 agreement. Extensions will not be requested solely for the purpose of delaying the
304 action.

305

306

307 **ARTICLE TWENTY**
308 **GRIEVANCE PROCEDURE AND ARBITRATION**
309

310 **Section 2001 Language**

311 The parties agree that the following language and definitions constitute the negotiated
312 grievance and arbitration procedures applicable to this Agreement.
313

314 **Section 2002 Definition of a Grievance**

315 =Grievance' means any complaint:
316

- 317 1. By any bargaining unit employee concerning a claim of breach of a collective
318 bargaining agreement; or any claimed violation, misinterpretation or misapplication
319 of any law, rule, or regulation affecting conditions of employment.
320 2. By the union concerning any claimed breach of a collective bargaining agreement,
321 violation, misinterpretation, or misapplication of any law, rule, or regulation affecting
322 conditions of employment which primarily affects the union's contractual rights rather
323 than individual bargaining unit members.
324 3. By the employer concerning any claimed breach of a collective bargaining
325 agreement.
326

327 **Section 2003 Coverage**

328 Grievances shall not be processed for the following:
329

- 330 1. Any claimed violation of statute relating to prohibited political activities.
331 2. Retirement, life or health insurance.
332 3. Suspension or removal for national security reasons.
333 4. Any examination, certification or appointment.
334 5. Position classification.
335 6. Termination or separation of probationary or temporary employees.
336 7. Non-selection under the merit staffing program or other type of
337 placement/recruitment programs, including from a group of properly ranked and
338 certified candidates.
339 8. Reduction-in-force actions.
340 9. Receipt of or failure to receive awards.
341 10. Written and oral remedial non-disciplinary actions that are not placed in an
342 employee's Official Personnel Folder (OPF).
343 11. The content of performance plans.
344

345 **Section 2004 Invalid or Without Merit**

346 Management recognizes the right of the union to decline to represent an employee
347 when the union considers a grievance to be invalid or without merit; however, union

348 representatives must make themselves available to protect employees' Weingarten
349 rights.

350

351 **Section 2005 Who May Grieve**

352 Any employee or group of employees, the union or management may utilize the
353 provisions of the negotiated grievance procedure.

354

355 **Section 2006 Time Limit for Filing Grievances**

356 A grievance should be taken up with an employee's immediate supervisor within 15
357 working days after the occurrence of the matter out of which the grievance arose or the
358 employee became aware of the matter. Grievances not meeting the 15-day time limit
359 may be rejected on timeliness after due consideration has been given to the reasons
360 the time limit was not met. The reasons for rejection will be in writing. These time limits
361 shall also apply to union and management initiated grievances. If an employee elects to
362 pursue ADR, the following process applies:

363 a. If parties agree to ADR and either party decides to withdraw from the ADR
364 process, then both management and the union agree that the Grievance time limit of
365 5 days would commence on the next business day following the conclusion of the
366 ADR process.

367 b. If an employee elects ADR without union representation, both management and
368 the union agree that any binding settlement from the ADR process will be reviewed
369 by the union within 5 days before final signing in order to ensure that the CBA is not
370 violated.

371

372 **Section 2007 When There Is More than One Grievant**

373 When more than one employee has an identical grievance where individual variations
374 are not involved, the union may call the aggrieved employees together and will select
375 one case for processing under the grievance procedure. Such joint action will require
376 the concurrence of all aggrieved employees. Management will be informed upon
377 initiation of the grievance of the names of all known grievants. The employees will be
378 advised that in processing one grievance for the group, the decision on the case
379 selected will be binding on all affected employees and when a decision is made on the
380 grievance, each employee will be notified through the steward.

381

382 **Section 2008 Before Filing a Grievance**

383 The employee must decide whether to have representation in the processing of a
384 grievance or representation under Alternate Dispute Resolution. Under the negotiated
385 grievance procedure specified herein, an employee may present a grievance and have
386 it adjusted by management without the intervention of the union as long as the
387 adjustment is not inconsistent with the terms of this Agreement and the union has been
388 given the opportunity to be present at the adjustment. An employee may not utilize the
389 provisions of this grievance procedure with a representative other than the union, but

390 may utilize these provisions without a representative. If an employee wishes union
391 representation, the union steward in the affected employee's work area should be
392 contacted to make appropriate arrangements. After a grievance has been initiated, all
393 contacts with the grievant concerning the grievance will be made through the area
394 steward unless the employee has declined union representation.
395

396 **Section 2009 Negotiated Grievance Procedure**

397 The following procedure is provided to ensure that all parties receive prompt and fair
398 consideration of grievances.
399

400 A. Informal step — An employee shall take up the grievance informally with the
401 immediate supervisor or the management official at the lowest level who has
402 authority to resolve the grievance. This supervisor will meet with the employee and,
403 if the employee chooses, the union steward in an attempt to resolve the grievance.
404 The parties will make every effort to resolve the grievance at this level, including,
405 where appropriate, consideration of various alternative actions acceptable to the
406 parties. If the grievance cannot be resolved at this level, the union will reduce the
407 grievance to writing and the supervisor will provide a written response, which will
408 contain a detailed explanation of the reasons for denying the grievance, within 5
409 working days of receipt of the written grievance. Union and management anticipate
410 that most grievances will be resolved at this level. All written responses shall be sent
411 to both the union and the Employee.
412

413 B. Formal Steps

414

415 Step 1 — If no satisfactory settlement is reached at the informal step, the
416 employee shall reduce the grievance to writing on the appropriate
417 grievance form. The form should be submitted to the second-line
418 supervisor, via the immediate supervisor, within 5 working days of the
419 supervisor's written informal decision. The written grievance must contain
420 the details of the complaint, corrective action desired by the employee, the
421 identity of the immediate supervisor, the date of the informal discussion
422 and the date of the informal decision. The completed grievance form will
423 be accompanied by the immediate supervisor's written response.
424

425 The second-line supervisor will meet within 5 working days with the
426 employee and the union representative and attempt to resolve the
427 grievance. A written decision will be given to the employee, via the
428 assigned union Steward, within 5 working days. The written decision will
429 provide the relevant responses to each major point set forth at the
430 discussion or investigation.

431 Step 2 – If the grievance is not resolved in Step 1, the union may advance it within
432 7 working days to the cognizant department head. The department head or
433 designee will review the grievance and the response provided by the
434 immediate and second-line supervisors. In cases where there is no
435 second-line supervisor below the department head level steps 1 and 2 may
436 be combined. The department head or designee will take one of the
437 following actions within 10 workdays of the receipt of the grievance:
438

- 439 1) Grant the relief requested by the employee, or
- 440 2) Notify the union that he or she has directed the first-line supervisor to
441 resolve the grievance within 5 working days, or
- 442 3) Meet with the employee, the steward, and the Chairperson in an
443 attempt to resolve the grievance, or
- 444 4) Convene a panel, with the assistance of HRO (two panel members, one
445 appointed by the union and the other another management official from
446 a different department), to join the department head in meeting with the
447 employee, steward, and Chairperson to hear the employee's case. As
448 part of the adjudication process, the panel members may ask to
449 question other witnesses or review other evidence. When this option is
450 used, the three panel members will attempt to reach consensus on how
451 to best resolve the grievance. If they are not able to do so, the
452 department head retains the responsibility for making the decision at
453 this level.
454

455 If option 1 is elected, the department head or designee will provide written notification
456 within 10 working days that the requested relief has been granted. If option 2 is utilized,
457 the deciding official will provide a written response concerning the action taken by the
458 first line supervisor within 10 working days of the date the grievance was referred back
459 for resolution. If options 3 or 4 are used, the deciding official will provide a written
460 response within 10 working days of meeting with the employee. If option 4 is used,
461 decisions will note whether the decision is a consensus of the panel or is the decision of
462 the deciding official. Responses will provide relevant information about each major point
463 set forth in the grievance or presented orally.
464

465 Step 3 — If satisfactory settlement has not been reached at the previous step, the
466 employee may within 15 working days, submit it to the Commander via
467 the Human Resources Office for resolution. The Commander, or his
468 designated FLCPS representative, shall meet within 15 working days after
469 receipt of the employee's request with the employee, the steward previously
470 involved and a union officer in an attempt to reach a satisfactory settlement.
471 Management representatives will also be present for these meetings. A written
472 decision from the Commander or designee will be supplied within 15 working
473 days of this discussion. The written decision will provide relevant responses to

474 each major point set forth by the parties at the hearing. The original will be
475 returned to the union with a copy to the employee. If this decision is not
476 satisfactory to the employee, it may be advanced to arbitration.
477

- 478 C. The original grievance form will be returned to the union at the end of each step of
479 the grievance procedure.
480

481 **Section 2010 Non-Employee Grievances**

482 Non-employee grievances initiated by the union or management will be submitted
483 informally as follows:
484

485 Union grievances — to the appropriate division or department head (the lower of these
486 two levels having authority to resolve the grievance).
487

488 Management grievances — to the Chairperson.

489 The appropriate official will reply to the initiator of the grievance within 5 working days. If
490 the grievance is not settled at this level, it may, within 10 working days, be submitted in
491 writing to the Commander or the President of the union, as appropriate. Within 15
492 working days, the Commander or representative will meet with the President of the
493 union or representative to resolve the grievance. A decision will be rendered within 15
494 working days following the meeting unless the parties agree to extend the time limit.
495

496 **Section 2011 Special Considerations**

497 Grievances that pertain to environmental pay determinations that are not resolved by
498 the immediate supervisor at the informal step shall be filed at Step 1 above with the
499 Head of the Human Resources Office. Those which pertain to grievable merit-promotion
500 matters shall be filed at Step 1 with the Head, Human Resources Office. Questions
501 concerning the ranking of an applicant should be addressed by the method described in
502 this Agreement.
503

504 **Section 2012 Witnesses and Other Evidence**

505 At each step of the grievance procedure, the union and management may call employee
506 witnesses who shall suffer no loss of pay for such service. Management and the union
507 reserve the right to question the relevance of witnesses to the matter being discussed. It
508 is the intent of both parties to limit the number of witnesses to that necessary for
509 presentation of the case. The parties shall, upon request of the other party, permit
510 inspection of pertinent records insofar as permissible without violating laws, regulations
511 or policy, for the purpose of substantiating the contentions or claims of the parties.
512 Reasonable requests for copies of materials judged pertinent to grievances will be
513 honored by the other party where permitted. Such copies will be provided without
514 charge.
515

516 **Section 2013 Violation of Time Limits During Processing**

517 The parties will make every effort to adhere to the time limits prescribed in this Article. In
518 the event that the limits cannot be met, either party will grant requests for extensions for
519 specific periods of time. Brief, inadvertent delays in processing will not result in
520 cancellation of a grievance. Failure of management to meet the time limits of any step of
521 the grievance procedure will permit the union to forward the grievance to the next step.
522

523 **Section 2014 Provision for Arbitration**

524 Arbitration, impartial review and decision by a third party, is hereby provided for as an
525 extension of the negotiated grievance procedure. If management and the union fail to
526 settle any grievance processed in accordance with the negotiated grievance procedure,
527 such grievances may, upon written request of the party desiring it, be taken to
528 arbitration. It is agreed that arbitration provided herein is binding on both parties. A
529 written request for arbitration must be submitted not later than 30 calendar days
530 following the conclusion of the last step of the grievance procedure. An extension of
531 time, not to exceed 6 months, may be granted upon the request of either party. Only the
532 union may invoke arbitration on an employee grievance. The party initiating the
533 grievance may invoke arbitration concerning a management or union-initiated
534 grievance. The arbitration hearing will be held during regular dayshift working hours of
535 the basic workweek.
536

537 **Section 2015 Selection of an Arbitrator**

538 Within 30 working days from the date of receipt of the arbitration request, the parties
539 shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached,
540 either party may request the Federal Mediation and Conciliation Service to submit a list
541 of five impartial persons qualified to act as arbitrators. The parties shall meet within 5
542 working days after the receipt of such a list. If they cannot mutually agree on one of the
543 listed arbitrators, the parties will each strike one arbitrator's name from the list of five
544 and shall then repeat this procedure until there is only one name remaining. That
545 person shall be the duly selected arbitrator.
546

547 **Section 2016 Payment of the Arbitrator**

548 The fees and expenses of the arbitrator, and other costs of arbitration, shall be borne
549 equally by the union and management.
550

551 **Section 2017 Witnesses**

552 A reasonable number of witnesses may be called to the arbitration hearing by either
553 party. Activity employees who are representatives, appellants and witnesses shall suffer
554 no loss of pay while participating in the arbitration hearing.
555

556 **Section 2018 Limit to Arbitrator's Authority**

557 The arbitrator shall not change, modify, alter, delete or add to the provisions of this
558 Agreement.

559

560 **Section 2019 Timeliness of Arbitrator's Decision**

561 The arbitrator will be requested to render his decision as quickly as possible, but in any
562 event no later than 60 calendar days after the conclusion of the hearing, unless the
563 parties mutually agree to extend the time limit.

564

565 **Section 2020 Good Faith**

566 It is agreed that the use of any of the provisions of this Article in good faith by
567 management, the union or employees should not cast any reflection on any of the
568 above and their relationship to each other, nor, in the case of employees, on their
569 loyalty and desirability to this activity.

ARTICLE TWENTY-ONE

UNFAIR LABOR PRACTICE CHARGES

2101. Resolution Period

The Employer and the Union agree to attempt to informally resolve disputes arising under 5 U.S.C. 7116, Unfair Labor Practices (ULP), prior to filing an ULP with the Federal Labor Relations Authority (FLRA). Accordingly, written notification of intent to file a ULP will be given to the Servicing Human Resources Site Manager or designee for the Employer, and to the Chief Steward of the bargaining unit, at least 15 workdays prior to filing with the FLRA. FLRA time limits, as prescribed in their regulations, shall apply and cannot be amended or waived.

2102. Document Submissions

To facilitate open communications and timely resolution of ULP charges, the Union agrees that every submission or document provided to the FLRA will be simultaneously served on the Employer.

1 **ARTICLE TWENTY-TWO**
2 ***DEVELOPMENT AND REVIEW OF JOB DESCRIPTIONS AND***
3 ***RATINGS***
4

5 **Section 2201 Job Description Inaccuracies**

6 When employees allege inaccuracies in their position or job descriptions, they shall be
7 furnished information on their rights to a classification appeal. Classification appeals
8 address title, series and grade of the position description of the employee's own
9 position. They may elect to be represented or assisted by a union representative or a
10 person of their choice in discussing the matter with their supervisors or with
11 representatives of the Human Resources Office. If a job audit is conducted because of
12 the alleged inaccuracies, employees may have the area steward present during the
13 audit.
14

15 **Section 2202 Change to a Lower Pay Rate**

16 It is agreed that management will advise the union at least 30 days in advance when an
17 employee's permanent grade level is to be involuntarily changed to a lower pay rate.
18

19 **Section 2203 Accuracy of Position or Job Description**

20 The union may make presentations and present supporting evidence to management
21 regarding the accuracy of position or job descriptions.
22

23 **Section 2204 Position or Job Description of Record**

24 The position or job description of record shall reflect the primary duties and
25 responsibilities assigned to employees. Incidentally assigned duties, which become
26 regular and recurring will be reflected in either a rewritten or amended position or job
27 description
28

29 **Section 2205 Assignments Made Within Reasonable Bounds**

30 Consistent with the management right to assign work and to determine methods and
31 means of performing work, employees can typically expect assignments to be made
32 within reasonable bounds, consistent with grade level, position description and
33 performance. Consistent with applicable regulations, management will ensure that work
34 is performed by properly qualified employees.
35
36
37

38 **ARTICLE TWENTY-THREE**
39 **TRAINING FOR NEW JOB RATINGS**

40
41 **Section 2301 Maximum Feasible Number of Opportunities**

42 It is mutually agreed that the Training Program is of vital interest to management and
43 the union. Management may consider efforts to provide employees with opportunities
44 to improve their capabilities and further their career development in their respective
45 occupational and career fields through a variety of training sources based on available
46 funding, work schedules and workload requirements in accordance with Employee
47 Development regulations. Specific training needs will be based on organizational goals
48 and objectives and each employee's functional or task-related training needs.
49 Requirements for additional training may be assessed periodically. Management will
50 identify formal training requirements and necessary on-the-job training for personnel
51 certification and maintain records of accomplished training. Management will maintain
52 information on training resources with notification provided to employees on financial
53 assistance available for job related training.
54

55 **Section 2302 Individual Development Plans**

56 Individual training needs will be determined annually. Individual Development Plans
57 (IDPs) will be prepared for each permanent employee assigned to the activity using a
58 locally developed form or an equivalent automated instrument. The IDP will be
59 prepared jointly by the employee and the supervisor. Developmental activities cited on
60 the IDP will serve as a basis for training needs identification and future career planning.
61 Employee needs are to be based on:

- 62 1. Competency or performance deficiencies associated with the execution of official
63 duties in the current position;
- 64 2. Knowledge, skills and abilities that are part of individual and formal career
65 progression programs (that lead to specified target positions or occupations);
- 66 3. New competency requirements in the present position brought about by changes in
67 organizational structure, policy, mission, technology or equipment;
- 68 4. Retraining requirements of activity employees because of skill imbalances.

69 Failure to accomplish the training in the IDP through no fault of the employee will not be
70 held against the employee.

71
72 **Section 2303 Employee Participation**

73 Management will create and foster an environment that promotes employee
74 participation in all training and educational opportunities. Particular emphasis shall be
75 placed on training designed to improve and broaden current job knowledge, skills, and
76 abilities.

77

78 **Section 2304 Management Shall Provide**

79 Management shall provide on-the-clock time, travel expenses, tuition and other
80 associated fees for required training in the current position. This includes travel
81 expenses associated with management approved career counseling.

82

83 **Section 2305 Special Tour Of Duty**

84 Where optional training is available only during duty hours at an area institution,
85 employees may request a special tour of duty to allow class participation.

86

87 **Section 2306 Eligible For Retirement**

88 Employees eligible for retirement, or eligible to retire within ten (10) years, may request
89 to participate in a local seminar, workshop, conference or training session designed to
90 address the many facets of retirement. Management will allow one opportunity to
91 attend this training subject to scheduling availability and funding.

92

93 **Section 2307 Mandatory Training**

94 Management agrees to provide the union with written notification at least 30 calendar
95 days, when possible, before designating a course and/or program as mandatory for
96 bargaining unit employees/positions.

97

98 **Section 2308 Higher Level Development**

99 When an employee applies for higher level development and/or enhancement programs
100 and is not selected the employee will be notified in writing of the reasons for
101 nonselection.

102 **ARTICLE TWENTY-FOUR**
103 ***SAFETY AND HEALTH***

104

105 **Section 2401 Safe Working Conditions**

106 Management will exert a reasonable effort to provide and maintain safe working
107 conditions and industrial health protection for the employees and will comply with
108 applicable Federal laws and regulations relating to the safety and health of its
109 employees. The union will cooperate to that end and will encourage all employees to
110 work in a safe manner and promptly report any unsafe conditions to management.

111

112 **Section 2402 Improving Safety**

113 It is recognized that employees have a primary responsibility for their own safety and an
114 obligation to know and observe safety rules and practices as a measure of protection for
115 themselves and others. Management will consider, from any individual employees or
116 from the union, suggestions which offer practical and feasible ways of improving safety
117 conditions. Management recognizes the right of employees under pertinent regulations

118 to decline to perform assignments the employee reasonably believes poses an
119 imminent risk of death or serious bodily harm and where there is insufficient time to
120 seek relief through normal hazard abatement procedures.
121

122 **Section 2403 Unsafe Practices**

123 In the course of performing their normally assigned work, employees will be alert to
124 observe unsafe practices, equipment and conditions, as well as environmental
125 conditions in their immediate areas which represent industrial health hazards. When
126 suspected unsafe or unhealthy conditions are observed by the employees, they should
127 report them to the cognizant immediate supervisor who has the primary responsibility
128 for compliance and enforcement of safety rules and procedures. When suspected safety
129 and industrial health matters are of general command interest, employees or the union
130 may present the problem to the FLCPS Safety Manager, or bring the matter to the
131 attention of appropriate higher level supervision and mutual consideration by
132 management and the union.
133

134 **Section 2404 Accidents**

135 The union and management will make every effort to prevent accidents of any kind.
136 Should such accidents occur, however, a prime consideration will be the welfare and
137 comfort of injured personnel.
138

139 **Section 2405 Reporting of Injuries**

140 Management and the union agree that prompt reporting of all injuries is essential to
141 ensure that any benefits to which employees may be entitled are protected.
142 Management will inform injured employees of their rights under the Federal Employees
143 Compensation Act. Transportation considerations or time of day are not considered
144 sufficient reason for failure to report injuries promptly.
145

146 **Section 2406 Disabling Work Injury or Hazardous Material 147 Contamination**

148 When it becomes known that an accident involving unit employees has resulted in a
149 disabling work injury, or hazardous material contamination, management will notify the
150 union promptly of the circumstances. A copy of these accident reports will be provided
151 upon request to the union.
152

153 **Section 2407 Periodic Physical Examinations**

154 Management will provide periodic physical examinations and maintain records for
155 employees who are exposed to environments, which are potentially hazardous to their
156 health, as required by the Medical Officer and applicable regulations. When the union
157 feels the physical examination requirements are not being adhered to, they may petition
158 the Medical Officer in writing to expand the physicals to consider additional hazardous
159 materials.

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Section 2408 Safety Meetings

Management will hold meetings as needed during which safety and matters of mutual concern will be discussed. All available employees in each supervisor’s group will attend. Management agrees that reprisals shall not be taken against an employee for filing any complaint relating to health and safety or other items discussed at safety meetings.

Section 2409 Emergency Telephone Numbers

A current list of emergency telephone numbers for ambulance service, fire and police will be posted on or near telephones.

Section 2410 New Hazardous Materials or Processes

Management agrees to consult with the union when new processes considered hazardous are used at this activity in areas where unit employees work, consistent with security requirements. Material Safety Data Sheets will be provided upon request.

Section 2411 Protective Clothing and Safety Equipment

Management agrees to furnish protective clothing and safety equipment at no expense to the employee, whenever it is required by management for safety, technical or industrial health reasons. The union and management agree on the importance of employees wearing or using the protective clothing and/or equipment of the type required, approved and supplied for safe performance of their work, and employees will be responsible for the equipment and tools issued to them. It is the responsibility of the employees to make sure that the shoes meet the required 75 pound ANSI standard. This is to be verified by the Safety Office. When employees make this election, they will, upon presentation of proper documentation, be reimbursed for the amount paid, up to the maximum amount authorized at the time of the purchase. The Safety Office will evaluate all work areas on a continuing basis and make appropriate recommendations to management, at or above the department head level, on the use of protective clothing and safety equipment. Management shall make a continual effort to provide improved equipment. Articles shall be replaced when they are no longer deemed acceptable for their intended purpose. Employees may request an inspection of articles, which are suspected to be defective, and supervisors shall treat such requests with urgency. Processes for identification, authorization and procurement of PPE are contained in FLCPSINST 5100.2 Series located on the MyNAVSUP Web Portal.

Section 2412 Working Alone

Management, when assigning an employee to work alone in a building, will follow NAVSEA OP5 guidance when operating in explosives buildings, and in other areas will require periodic check-ins with or by other personnel.

- 202 **Section 2413 Smoking In Specified Areas**
- 203 FLCPS allows smoking only in designated outdoor areas.

204 **ARTICLE TWENTY-FIVE**
205 ***ENVIRONMENTAL DIFFERENTIALS***

206 **Section 2501 Minimize Hazards**

207 It is management's policy to eliminate or minimize hazards, physical hardships and
208 working conditions of an unusual nature. When such situations cannot be overcome or
209 practically eliminated, appropriate environmental or hazard differentials will be paid to
210 the employees exposed to such situations as provided in OPM and other applicable
211 regulations.

212
213 **Section 2502 Paid Environmental Differentials**

214 Members of the unit will be paid environmental differentials, (Federal Wage System) or
215 hazard pay (General Schedule) when warranted, in accordance with the [Federal Wage](#)
216 [System - Appropriated Fund Operating Manual](#) and OPM guidance on differentials. In
217 addition to supervisors' ongoing responsibility to review work processes for safety and
218 health considerations, an annual review will be conducted in work areas where hazards
219 have been determined to exist. The union will be invited to participate in this review.

220
221 **Section 2503 Additional Pay**

222 Management will notify employees promptly when additional pay is provided for in
223 accordance with the categories of environmental differentials defined in OPM
224 regulations.

225
226 **Section 2504 Employee's Basic Rate Of Pay**

227 Environmental differentials/hazards, are included as part of the employee's basic rate of
228 pay as provided by Center instructions and pertinent regulations.

229
230 **Section 2505 Exceptions To Hazard Pay**

231 Environmental differential or hazard pay shall not be paid to any employee for work:

- 232
- 233 1. not described under Work Situations Approved for Payment in the Federal Pay
234 Manual; or otherwise approved in writing by the Human Resources Director on an
235 interim basis; or
 - 236 2. not officially assigned to the employee, that is, an employee may not voluntarily
237 undertake work or exposure for which a differential is payable without proper
238 authorization either expressed or implied. Environmental differential or hazard pay
239 shall not be paid to an employee for any day on which the employee was not
240 actually exposed to a work situation for which the differential is payable, e.g., during
241 days of leave with pay, holidays not worked, administrative excusals from work or
242 temporary assignments to duty for which an environmental differential or hazard pay
243 is not payable.
- 244

40 **Section 2506 Management Agrees To Consult**

41 Management agrees to consult, upon request, whether new work situations
warrant 42 payment of environmental/hazard differential.

40 **ARTICLE TWENTY-SIX**
41 ***CIVIC RESPONSIBILITIES***

42 **Section 601 Jury Duty**

43 In the event an employee serves jury duty, management will pay the employee at the
44 basic rate for the time lost from the basic work schedule for such service. An employee
45 who is called for such service, shall promptly notify management in order that
46 arrangements may be made for the absence. Swing or graveyard shift employees who
47 perform a full day of jury duty will be excused for their regular shifts and have their time
48 charged to court leave. The employee will present management a signed jury timecard
49 or other satisfactory evidence of the time served on such duties.
50

51 **Section 2602 Voting**

52 Employees who are not otherwise able to vote in federal, state, or local elections or
53 referendums will be excused from work on administrative leave for this purpose.
54 Employees who are in a duty status on a day that a federal, state, county or municipal
55 election is held, may be granted the minimum hours necessary to provide three hours
56 time either immediately after the polls open or before the polls close in order to permit
57 them to cast their ballots. Any excused time to vote requires prior coordination with the
58 employer.
59

60 **Section 2603 Jury Duty and Scheduled Overtime**

61 An employee, who is on jury duty for the complete week and is not required to be on
62 jury duty on the weekend, will be given the opportunity to work any scheduled overtime
63 if management is notified of the employee's availability, and it is otherwise in
64 accordance with Article Nine of this Agreement.
65

66 **Section 2604 Court Leave**

67 Employees entitled to court leave will return to duty or suffer a charge against annual
68 leave if they are excused in time to reasonably return to work. The employee will be
69 allowed sufficient time to return home before returning to work. An employee who is
70 summoned as a witness in a judicial proceeding to testify in a non-official capacity on
71 behalf of a state or local government, is entitled to court leave during the time absent as
72 a witness. An employee who is summoned or assigned by the agency to testify in a
73 non-official capacity on behalf of the United States Government or the government of
74 the District of Columbia, is in an official duty status as distinguished from a leave status,
75 and entitled to regular pay. If the witness service in a non-official capacity is on behalf of
76 a private party, the employee's absence must be charged to annual leave or leave
77 without pay, and the employee may accept fees and expenses incidental thereto. If
78 employees are called to perform the above civic duties, the employee will promptly
79 notify the employer in order that arrangements may be made to perform these duties.

80 Should extenuating workload considerations exist the employer may request that the
81 employees be released from these duties, and subject to approval by the court. Such
82 requests do not relieve the employees of civic responsibility unless dismissed by the
83 court. Court leave may be granted only after employees present the employer with the
84 original or true copy of the summons for jury service or subpoena for witness service.
85 Such documentation will be presented as soon as possible, prior to the beginning of jury
86 or witness service. Upon completion of such service, employees will provide signed
87 documentation from the court which shows the dates of their service.
88

89 **Section 2605 Charity Drives**

90 Management and the union mutually agree that the employees in the unit will be
91 encouraged to participate in government sponsored charities. In no instance shall
92 management or the union exercise undue pressure on an employee to contribute to a
93 charity to which an employee does not wish to contribute nor will any reprisal action be
94 taken against an employee who refrains from contributing.
95

96 **Section 2606 Carpools, Vanpools And Transit Busses**

97 In order to minimize traffic congestion on community highways, reduce base congestion,
98 reduce parking requirements and improve air quality through reduced exhaust
99 emissions, the union and management join in encouraging employees to participate in
100 carpools, vanpools or riding our assigned transit buses.

101 **ARTICLE TWENTY-SEVEN**
102 ***COMMITTEE ASSIGNMENTS***

103 **Section 701 Boards and Committees**

104 Management agrees that the union may have representation on boards and committees
105 as follows:

106
107 FLCPS Employee Recreation Association — 1 member
108

109 **Section 2702 Future Boards or Committees**

110 Management agrees to consider union representatives on any board or committee that
111 is established in the future or is not covered in this Agreement, if its function directly
112 affects the employees in the unit.
113

114 **Section 2703 Committee Members and Limits**

115 For the above positions, the union agrees to submit names of committee members to
116 management, in writing, and union representatives will not serve on more than two
117 committees.

118 **ARTICLE TWENTY-EIGHT**
119 ***PERFORMANCE AND PRODUCTIVITY***
120

121 **Section 2801 Performance Standards**

122 Performance standards will be reflective of duties and responsibilities assigned the
123 position and constructed in accordance with applicable law. The standards will be
124 applied fairly, equitably, objectively and uniformly for like duties. The standards
125 themselves are not grievable. However, application of standards and other matters
126 related to the performance appraisal program may be grieved through the negotiated
127 grievance procedure contained in this Agreement.
128

129 **Section 2802 Setting of Performance Standards**

130 In the development of position descriptions and the setting of performance standards by
131 management, employees will be given a reasonable opportunity to review the proposed
132 position descriptions and performance standards and to provide their input. Each
133 supervisor will give full consideration to employee comments before finalizing the
134 standards. Employees have the right to request union representation at meetings
135 discussing unacceptable performance.
136

137 **Section 2803 Signatures on the Performance Appraisal**

138 Management will inform the employees that their signatures on the performance
139 appraisal form signifies only that a discussion of the appraisal has taken place and does
140 not constitute their agreement either with the performance standards established for
141 their positions or the rating received.
142

143 **Section 2804 Rating Supervisor**

144 The rating Supervisor will prepare the appraisal, discuss it with the employee and give
145 the employee an opportunity to comment in writing and sign the appraisal. If the
146 employee is dissatisfied with the rating he/she may request union assistance. If the
147 approving official sustains an unacceptable rating, which is lower than expected by the
148 employee the approving official must give written justification for the rating given. A
149 copy of an employee's performance appraisal will be provided to the employee at the
150 end of each appraisal period and at the midterm appraisal if requested.
151

152 **Section 2805 Unacceptable Performance**

153 Management agrees to promptly inform employees whenever their performance
154 declines to the unacceptable level. The notification will be in writing and will provide
155 guidance for improvement. Prior to any adverse action taken under 5 CFR 432, the
156 employee will be provided a formal Performance Improvement Period (PIP) and a
157 reasonable amount of time to demonstrate improvement.
158

159 **Section 2806 Improving Productivity**

160 The union will participate with management in the development of activity-wide
161 programs aimed at improving productivity. Union officials will encourage employees of
162 the unit to participate in programs aimed at reducing costs and improving productivity.
163 Emphasis should be placed on specific programs that provide rewards for significant
164 achievements through the Incentive Awards Program.
165

166 **Section 2807 Changes in Conditions of Employment**

167 Prior to implementation of changes in conditions of employment resulting from process
168 improvement activities management will comply with its obligations to the union under
169 the Statute.

170 **ARTICLE TWENTY-NINE**
171 **TRAVEL**

172
173 **Section 2901 Travel**

174 Employees may be required and are expected to perform temporary duty travel. Such
175 travel shall be conducted in accordance with applicable DOD, and DON regulations and
176 policies.
177

178 **Section 2902 Travel Expenses**

179 Employees will be reimbursed for expenses incurred while traveling in accordance with
180 applicable regulations, subject to the following:

- 181
- 182 1. Employees on official travel shall exercise the same care in incurring expenses that
183 a prudent person would exercise while traveling at his/her own expense.
184
 - 185 2. Government transportation will be utilized when it is determined to be advantageous
186 to the Employer, except that travel in military-configured aircraft will be avoided
187 unless no other feasible alternatives are available.
188
 - 189 3. Reimbursement for use of an employee's POV, when authorized by the Employer,
190 will be made in accordance with applicable regulations.
191
 - 192 4. Employees shall receive the maximum authorized per diem and travel allowances as
193 provided by applicable laws and regulations.
194

195 **Section 2903 Government Travel Charge Cards**

196 Unless exempted by the Travel and Transportation Reform Act of 1998, unit employees
197 are required to utilize their, Government Travel Charge Cards to pay for all reimbursable
198 expenses (i.e., lodging, rental cars, etc.) arising from official non-local travel in
199 accordance with applicable laws and regulations.
200

201 **Section 2904 Travel Arrangements**

202 Travel arrangements will be made in accordance with the Joint Travel Regulations
203 (JTR). When making travel arrangements, employees' desires will be solicited and
204 considered.
205

- 206 1. Arrangements for the convenience of the employee must be requested by the
207 employee and approved by management.
208

209 2. Availability of transportation and other related factors will dictate the scheduling of
210 travel, however, first consideration will be given to scheduling travel during working
211 hours.
212
213

214 **Section 2905 Travel Assignments**

215 Travel assignments will normally be rotated among qualified (as determined by the
216 Employer) employees.
217

218 1. Employees will be advised of the purpose of the travel, anticipated duration, and
219 travel arrangements.
220

221 2. Travel orders will be provided to employees, normally sufficiently in advance of
222 travel to allow employees time to complete arrangements (i.e. obtain ATM
223 withdrawals) during duty hours.
224

225 3. An employee may request to be excused from a travel assignment, and
226 consideration will be given to the request. If denied, the reasons will, upon request,
227 be explained to the employee.
228

229 **Section 2906 Travel Claims**

230 Each employee is responsible for submitting claims for reimbursement of travel
231 expenses through the Defense Travel System (DTS) within 5 days of completion of
232 travel or return to work. The employee will ensure credit card charges are paid on time
233 and the employer will reimburse the employee timely in accordance with applicable
234 regulations.
235

236 **Section 2907 Travel on Non-workdays**

237 When employees, subject to the Fair Labor Standards Act, are scheduled and required
238 to travel on days outside of their basic workweek but during their corresponding
239 scheduled shift work hours, they will be entitled to compensatory time under the FLSA.
240 Employees who depart early or return late for their personal convenience will not be
241 entitled to any adjustment in their salary or per diem.
242

243 **Section 2908 Use of Government Quarters**

244 The use of available adequate government quarters shall be assigned in accordance
245 with the JTR.
246
247

248 **ARTICLE THIRTY**
249 ***EQUAL EMPLOYMENT OPPORTUNITY***
250

251 **Section 3001 Equal Employment Opportunity**

252 Management agrees that equal employment opportunity will be afforded all persons and
253 also agrees to prohibit discrimination against any employee or applicant for employment
254 because of race, color, religion, sex, national origin or age.
255

256 **Section 3002 Representation**

257 Employees are entitled to a representative of their own choice.
258

259 **Section 3003 Interfere Restrain, Coerce, Intimidate or Reprisals**

260 It is agreed that no official of management or the union shall interfere with, restrain,
261 coerce, intimidate or take reprisals against any employee for appearing, testifying or
262 furnishing evidence in connection with a complaint.

263 **ARTICLE THIRTY-ONE**
264 ***VOLUNTARY ALLOTMENT OF UNION DUES***
265

266 **Section 3101 Union Dues**

267 Management shall deduct dues from the pay of all eligible employees who voluntarily
268 authorize such deductions and who are employed within the appropriate unit for which
269 the union holds exclusive recognition in accordance with the provisions set forth herein.
270

271 **Section 3102 Payroll Deduction**

272 Union dues (the regular, periodic amount required to maintain an employee in good
273 standing in his appropriate local union) shall be deducted by management from the
274 employee's pay each payroll period when the following conditions have been met:
275

- 276 1. The employee is a member in good standing of the union or has signed up for
277 membership in the union subject to the payment of the first month's dues through
278 voluntary allotment as provided herein.
- 279 2. The employee's earnings are regularly sufficient to cover the amount of the
280 allotment.
- 281 3. The employee has voluntarily authorized such a deduction on Standard Form 1187.
- 282 4. The union, through its authorized official, has completed and signed Section A of
283 such form on behalf of the union.
- 284 5. Such completed form has been turned over to management by the union.
285

286 **Section 3103 Purchasing the Standard Allotment Form**

287 The union is responsible for: purchasing the standard allotment form prescribed by the
288 Comptroller General; distributing it to its members, certifying as to the amount of dues;
289 delivering completed forms to management, educating its members on the programs for
290 allotments for payment of dues, its voluntary nature, the uses and availability of the
291 required form, and the procedure to be followed by the employee who desires to
292 terminate the allotment.
293

294 **Section 3104 First Pay Period**

295 Deduction of dues shall begin with the first pay period which occurs after receipt of the
296 Standard Form 1187 by management providing that the Standard Form 1187 is
297 received no later than the Monday preceding the beginning of the biweekly pay period
298 to which the allotment deduction is to be applied.
299

300 **Section 3105 Union Dues**

301 The amount of the union dues to be deducted each biweekly pay period shall remain as
302 originally certified on such allotment forms until a change in the amount of such dues is
303 certified to by the authorized official, and such certification is transmitted to

304 Management by the union. Such change shall begin with the first pay period after
305 receipt of the notice of change to management or a later date if requested by the union.
306 Such changes must comply with the notification timing of Section 3104 above. Such
307 changes shall not be made more frequently than once each 12 months. In addition,
308 changes made as a result of changes in membership classification such as promotion of
309 helper to journeyman, will be made upon submission of a new Standard Form 1187,
310 effective the beginning of the first pay period following receipt by management.
311

312 **Section 3106 Union Dues Termination**

313 An employee's voluntary allotment for payment of union dues shall be terminated with
314 the start of the first pay period following the pay period in which any of the following
315 occur:
316

- 317 1. Loss of exclusive recognition by the union.
- 318 2. Separation of the employee from the unit for which the union holds exclusive
319 recognition.
- 320 3. Receipt by management of notice from the union that the employee has been
321 expelled or has ceased to be a member in good standing with the local union. Such
322 notice shall be promptly forwarded by the union to management and must be
323 received within the time frame established in Section 3104.
324

325 **Section 3107 Standard Form 1188**

326 An allotment for the deduction of an employee's union dues may also be terminated by
327 the employee through submission to management of a Standard Form 1188 or other
328 written memorandum properly executed in duplicate by the individual employee. Such
329 duplicate shall be promptly forwarded by management to the union upon receipt from
330 the employee. A termination of allotment under this Section shall be effective with the
331 first full pay period following an anniversary of the effective date when the employee's
332 last dues-deduction allotment began, provided the revocation is received by
333 management within the time frame of Section 3104 above. Employees may obtain a
334 Standard Form 1188 from the Payroll Office.
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343 **ARTICLE THIRTY-TWO**
344 ***DURATION AND CHANGES***
345

346 **Section 3201 Remain In Full Force**

347 This Agreement, as executed by the parties, shall remain in full force and effect for 3 full
348 years from the date of its approval by the Department of Defense. It shall remain in
349 effect for additional one year periods thereafter unless, at least 60 calendar days prior to
350 the annual anniversary date of the Agreement, either party gives written notice to the
351 other party of its desire to open negotiations. Further, it is provided that this Agreement
352 shall terminate at any time it is determined that the union is no longer entitled to
353 exclusive recognition under the Statute. On the request of either party, the parties shall
354 meet to commence negotiations on a new agreement no more than 60, nor less than 30
355 days prior to the expiration date of this Agreement.
356

357 **Section 3202 Articles Subject To Opening**

358 This Agreement, except for its duration period as specified in Section 3201 of this
359 Article, is subject to opening only as follows:
360

- 361 1. Amendment(s) may be required because of changes made in applicable laws or
362 executive orders after the effective dates of this Agreement. In such event, the
363 parties will meet for the purpose of negotiating new language that will meet the
364 requirements of such laws or executive orders. Such amendments will be duly
365 executed by the parties and become effective on the date or dates agreed to as
366 being appropriate under the circumstances.
- 367 2. It may be opened for amendments by the mutual consent of both parties at any time
368 after it has been in force and effect for at least 6 months. Requests for such
369 amendments by either party must be written and must include a summary of the
370 amendments proposed. The parties shall meet within 14 calendar days after receipt
371 of such notice to discuss the matter(s) involved in such request(s). If the parties
372 agree that opening is warranted on such matter(s), they shall proceed to negotiate
373 on amendments to same. No changes shall be considered except those bearing
374 directly on the subject matter(s) agreed to by the parties. Such amendments as
375 agreed to by the parties will be duly executed by the parties.
- 376 3. It shall be opened for amendment upon written request of either party made within
377 30 calendar days after receipt of any order, instruction or regulation of the Office of
378 Personnel management, Department of Defense, or the Department of the Navy
379 which substantially alters the discretionary authority of management with regard to
380 any item dealt with in this Agreement. Requests for such amendments must include
381 a summary of the amendments proposed and make reference to the appropriate
382 order, regulation or instruction upon which each such amendment requested is
383 based. The parties shall meet within 14 calendar days after receipt of such request
384 to open negotiations on such matters. No changes shall be considered except those

385 bearing directly on and falling within the scope of such order, regulation or
386 instruction and the discretionary area which the same delegates to management.
387 Such amendments as agreed to by the parties will be duly executed by the parties.
388

389 **Section 3203 Amendments to this Agreement**

390 Upon execution, the agreement or any amendments to the agreement will be submitted
391 for Agency head review in accordance with 5 U.S.C. 7114(c). The agreement or any
392 resulting changes or amendments shall become effective on the date approved by the
393 Agency head; or on the 31st day following execution of the agreement by the Parties if
394 neither approved or disapproved by the Agency head in accordance with 5 U.S.C.
395 7114(c).
396

397 **Section 3204 Exclusive Representation**

398 No agreement, alteration, understanding, variation, waiver or modification of any terms
399 or conditions contained herein shall be made by any employee or group of employees
400 with management.
401

402 **Section 3205 Precedent**

403 The waiver of any breach or condition of this Agreement by either party shall not
404 constitute a precedent in the future enforcement of all the terms and conditions herein.
405

406 **Section 3206 Future Agreements**

407 The provisions of this Article; Article Two, Section 201; Article Three, Section 306; and
408 Article Five, Section 501 shall apply to all supplemental, implementing, subsidiary or
409 informal future agreements between the parties.
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425 **ARTICLE THIRTY-THREE**
426 ***SPECIAL PROVISIONS***
427

428 **Section 3301 Alternate Dispute Resolution**

- 429 1. The parties recognize that legitimate differences will arise during the term of this
430 Agreement. The parties further recognize that traditional methods of dispute
431 resolution, most notably grievance processing and arbitration, are confrontational
432 and expensive, and too often produce results with which neither party is satisfied.
- 433 2. The parties are committed to resolving differences in a spirit of cooperation, open
434 communication and dialogue, and honesty, and to resolve such differences at the
435 lowest possible level. The parties jointly encourage supervisors, managers, and
436 employees to approach such disputes in a manner which will foster early and
437 complete identification of the problem, and to jointly explore in a non-adversarial
438 manner all available alternatives to arrive at a solution acceptable to all parties.
- 439 3. The parties agree to explore other methods of dispute resolution such as mediation,
440 and to utilize such processes in an attempt to find more efficient, economical, and
441 non-adversarial ways of resolving differences. Such alternate methods will be used
442 upon mutual agreement of the parties and in conjunction with Article 20, Grievance
443 Procedure and Arbitration.
444

445 **Section 3302 Support of Common Goals**

446 Management - union relations support of common goals
447

- 448 1. The Parties endorse the principle that the labor-management relationship is a local
449 problem solving dialogue between equals and that day-to-day matters that arise at
450 the work site should be addressed at the lowest level of management. In support of
451 this principle, the union representative will communicate directly with individual
452 managers concerning local matters whenever possible. In like manner,
453 management will communicate with designated union representatives on local
454 matters of mutual interest.
455
- 456 2. The parties agree to work together to create a common understanding between
457 stewards and supervisors of the interpretation and applicability of this Agreement.

ARTICLE THIRTY-FOUR

CONTRACTING OUT

1 **Section 3401 A-76 or Similar Study**

2 The employer shall notify the union at the time an A-76 or similar study is scheduled
3 to review contracting out work which is being performed by members of the
4 bargaining unit.

5

6 **Section 3402 Appeals Concerning A-76**

7 The parties recognize that OMB Circular A-76 is the government-wide regulation that
8 governs contracting out, and any appeals concerning these matters will be made
9 under A-76 procedures or other applicable law or regulation.

10

1 **ARTICLE THIRTY-FIVE**
2 ***FINANCIAL DISCLOSURE***
3

4 **Section 3501 Financial Disclosure**

5 Management and the union agree to the implementation of the Financial Disclosure
6 filing requirements and procedures set forth in DOD and Navy guidance, subject to the
7 following:
8

- 9 1. The requirement to file is based upon an employee's official duties and
10 responsibilities. Accordingly, management will annually review the position
11 description of each immediate subordinate to ensure that the position description
12 does accurately reflect the official duties and responsibilities of the employee.
- 13 2. The employees' position description should accurately reflect filing requirements and
14 will be changed to reflect any change in filing requirements.
- 15 3. Each form OGE-450 shall be held in confidence. Information from a OGE-450 may
16 not be disclosed except as the Counsel, NAVSUP, FLCPS may determine for good
17 cause. Persons designated to review the OGE-450s are responsible for maintaining
18 the statements in confidence and shall not allow access to or disclosure from the
19 OGE-450s except to carry out the purpose of the applicable regulation.
- 20 4. When necessitated by reason of duty assignment, infirmity, or other good cause, an
21 extension of time for an employee's filing may be granted by the Counsel, NAVSUP
22 FLCPS. Any OGE-450 submitted shall include appropriate notation of any
23 extension of time granted.
- 24 5. Command will provide the union with a listing of persons in the unit who are required
25 to file an OGE-450 each year upon request.

ARTICLE THIRTY-SIX

FURLOUGH

1 **Section 3601 Furlough**

2 When the workforce must be furloughed due to lack of funds, Management shall
3 determine emergency essential activities that must continue during the period of the
4 furlough. The Employer and the union will negotiate over the impact and
5 implementation of each furlough.

6

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ARTICLE THIRTY-SEVEN

DRUG TESTING

- 8
- 9 **Section 3701 Policy**
- 10 The NAVSUP FLCPS drug testing program is conducted in accordance with Civilian
- 11 Human Resources Manual, Subchapter 792.3, and the DFWP Handbook.