

COLLECTIVE BARGAINING AGREEMENT

between the

AMERICAN FEDERATION

of

GOVERNMENT EMPLOYEES,

LOCAL 2096

and the

NAVAL SPACE

SURVEILLANCE SYSTEM



TABLE OF CONTENTS

<u>Article Number</u>	<u>Title</u>	<u>Page</u>
1	PREAMBLE	1
2	RECOGNITION AND UNIT DESIGNATION	1
3	BASIC PROVISIONS OF THIS AGREEMENT	1
4	INFORMAL DISCUSSIONS BETWEEN THE EMPLOYER AND THE UNION	3
5	UNION REPRESENTATION	3
6	HOURS OF WORK	5
7	OVERTIME	6
8	HOLIDAYS	8
9	CIVIC RESPONSIBILITIES	9
10	ANNUAL LEAVE	9
11	SICK LEAVE	10
12	LEAVE WITHOUT PAY	12
13	EQUAL EMPLOYMENT OPPORTUNITY (EEO)	13
14	EMPLOYEE ASSISTANCE PROGRAM	13
15	PROMOTIONS	13
16	TEMPORARY PROMOTIONS OF 120 DAYS OR LESS TO SUPERVISORY AND LEADER POSITIONS	18
17	DETAILS TO HIGHER LEVEL POSITIONS WITHIN THE UNIT	18
18	WITHIN-GRADE INCREASE	19
19	REDUCTION-IN-GRADE	19
20	CHANGES IN POSITION REQUIREMENTS	20
21	POSITION DESCRIPTIONS	20
22	DISCIPLINE	21
23	GRIEVANCE PROCEDURE	22
24	ARBITRATION	25
25	PAYROLL DEDUCTION OF UNION DUES	27
26	HEALTH BENEFITS PLAN BROCHURES	27
27	UNION NOTICES	27
28	EMPLOYEE PRODUCTIVITY AND DEVELOPMENT	27
29	SAFETY AND HEALTH	28
30	ADVERSE WEATHER CONDITIONS	30
31	RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS	30
32	CONTRACTING OUT	31
33	TRAVEL	31
34	REDUCTION IN GRADE OR REMOVAL BASED ON UNACCEPTABLE PERFORMANCE	32
35	GENERAL PROVISIONS	33
36	DURATION OF AGREEMENT	34

Appendix

I	VOLUNTARY ALLOTMENTS FOR PAYMENT OF EMPLOYEES ORGANIZATION DUES AGREEMENT	I-1
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This AGREEMENT is made by and between the Naval Space Surveillance system (NAVSPASUR), Dahlgren, Virginia, hereinafter referred to as the "EMPLOYER" and Local 2096, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the UNION."

ARTICLE 2

RECOGNITION AND UNIT DESIGNATION

The EMPLOYER recognizes the UNION as the exclusive representative of all employees in the unit as defined in Section 2.2 of this Article.

The recognized unit includes all General Schedule employees of the U.S Naval Space Surveillance System, Dahlgren, Virginia, excluding all management officials, supervisors, professionals temporary employees with appointments of 90 days or less with no reasonable expectancy of continued employment and persons engaged in Federal personnel work in other than a purely clerical capacity.

Subsequent references herein to "employee" or "employees" will apply only to employees of the recognized unit as defined in this Article.

Benefits will not accrue to employees in the unit whose appointments are such as to exclude them from such provisions.

ARTICLE 3

BASIC PROVISIONS OF THIS AGREEMENT

MANAGEMENT RIGHTS

The EMPLOYER retains the right:

to determine the mission, budget, organization, number of employees, and internal security practices of NAVSPASUR, and

in accordance with applicable laws, rules and regulations:

- a. to hire, assign, direct, lay off, and retain employees in NAVSPASUR, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which NAVSPASUR operations shall be conducted;
- c. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or
- d. any other appropriate source, and

e. to take whatever actions may be necessary to carry out the NAVSPASUR missions during emergencies.

Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating at the election of the EMPLOYER on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work.

Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating procedures which management officials of the EMPLOYER will observe in exercising any authority under the Article or appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management

officials.

EMPLOYEE'S RIGHTS

Each employee shall have the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Civil Service Reform Act of 1978, such rights include the right

to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the EMPLOYER and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Civil Service Reform Act of 1978.

to be represented by a UNION representative in any formal meeting with management officials.

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

The EMPLOYER agrees that it will make no regulation on a mandatory negotiable issue without affording the UNION, by reasonable notice, the opportunity to negotiate.

To the extent that discretionary provisions of the Naval Space Surveillance System regulations are in conflict with this AGREEMENT, the provisions of the AGREEMENT shall govern.

ARTICLE 4

INFORMAL DISCUSSIONS BETWEEN THE EMPLOYER AND THE UNION

Both the EMPLOYER and the UNION recognize that an effective relationship of cooperation between both parties requires that parties meet and discuss various issues or problems on an ongoing basis.

It is agreed that the authorized and officially designated employee UNION representatives will be on official time when present at such meetings as may be held under the provisions of this Article.

ARTICLE 5

UNION REPRESENTATION

At the beginning of each calendar year, the UNION will furnish the EMPLOYER a written list of authorized and designated officers and stewards and this list will identify the area(s) that each steward normally represents.

Nothing in this AGREEMENT shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

The EMPLOYER agrees to recognize "AFGE officials, local officials of the UNION and UNION stewards as designated by the UNION. UNION stewards will not exceed s with no more than 2 being from the same department and will be full time employees of the unit which they represent. These authorized representatives represent the employees in the unit and should be afforded the same courtesy and consideration given to any employee representative. Their representation duties should not be interfered with, and in addition, these authorized representatives should not be coerced, intimidated, or discriminated against because of their UNION activities. In addition, the UNION recognizes its obligations to provide responsible representation within the unit. The parties agree to attempt to foster a good working relationship and a spirit of mutual cooperation.

A reasonable amount of official time shall be granted to authorized and designated unit, UNION representatives in connection with appropriate matters relating to this contract. The UNION agrees that it's authorized and designated representatives, in this regard, will use only such amount of time as is reasonably and prudently necessary. The UNION agrees that UNION .officers and officials will not normally involve themselves in grievances at the first step. Official time will not be allowed for internal UNION business.

Any unit employee shall be afforded reasonable time for participation in matters governed by this Agreement without loss of pay or charge to leave.

The EMPLOYER recognizes that an authorized steward may, on occasion, need to leave his assigned work site to confer with an employee in his identified area on matters appropriate to unit representation. The steward will obtain permission from his supervisor to leave his work site and inform his supervise as to the work site he will visit and the expected duration of his absence. The supervisor will authorize the absence unless the services of the steward cannot reasonably be spared at that time in which case he will advise the steward as to the time authorization will be granted. When an employee wishes to discuss with the steward representative for his area a matter properly included within the parameters of this AGREEMENT, the employee will obtain permission from his/her supervisor as to a time period during which the employee may be excused from his/her official duties. The employee will then contact a steward of the appropriate unit, and request a meeting.

If no unit steward is available at the approved time, the above procedure will be utilized again to arrive at a time when the employee and a steward of the appropriate area will be available for release from their official duties for this purpose. The employee will confirm the date and time with the supervisor prior to the meeting. If the supervisor wishes to obtain further confirmation, he/she may contact the steward before release of the employee. Both steward and employee will report to their super visor promptly after the completion of the meeting. In the case of emergency, the steward and/or employee may be recalled to his/her job.

When possible, the EMPLOYER will make a reasonable effort to inform the UNION in advance of reassignments, shift changes except in the case of rotating shifts or details from the installation of officers or stewards which exceed two (2) weeks in duration.

Officers and stewards of the UNION may use for representational purposes the desk and nonemergency telephone facilities normally assigned to them incidental to their official duties and other station telephones when essential, available and their use would not interfere with the conduct of normal business, excluding centrex telephone instruments in the Command Center and the Plot Room and the computer consoles telephone in the Computer Facility. The use of such facilities is expressly limited to those authorized purposes specifically addressed in this AGREEMENT, It is understood that the existence of such facilities is dependent solely upon the EMPLOYER'S determination that such facilities are necessary to the conduct of its business, Under no circumstances may telephone facilities be used by officers and stewards for

other than on-station calls, except to the UNION office or after normal working hours a local call to a union official, A telephone (an extension of 8147) will be installed next to the water cooler in the I/O room,

The UNION recognizes the critical operational nature of the Naval Space Surveillance System and that distractions in key areas must be minimized, For this reason only occasional de minimis representational contacts such as brief incoming telephone calls or short face to face meetings not to exceed three minutes in duration will occur in the Plot Room, Command Center or Computer

Facility. Employees assigned to these key areas may request permission to

confer with stewards at other work sites, or areas,

5,10 A ballot box may be placed in the Ward Room for use by the Union in polls and surveys, A request for each use of space be submitted to the EMPLOYER in advance. Such requests must state the purpose, in general terms, and the expected duration the ballot box will be in place,

ARTICLE 6 HOURS OF WORK

6.1 The administrative workweek shall consist of a period of seven consecutive days beginning 0001 Sunday and ending 2400 the following Saturday within which the basic workweek is scheduled, the basic workweek will not be spread over more than six days within the administrative workweek, The normal basic workweek shall consist of five consecutive eight hour days. (The occurrence of a holiday shall not affect the designation of the basic workweek,)

6.2 Employees work schedules shall be maintained as stable as practicable and employees will be given advance notice of changes in their schedules, however, during contingency operation the length of advance notice will be limited by the length of the notice received by the Employer. For work requiring •round the-clock" staffing (shift operations) each 24 hour day will consist of three eight hour periods from 0700 to 1500, 1500 to 2300, and 2300 to 0700, The number of employees required to staff these shifts will be determined by the EMPLOYER based on operational needs, Normally the days and shift hours of an employee's basic workweek will not be changed without notice to the employee at least three (3) calendar days before the first administrative workweek affected by the change, and will not be changed for a period of less than three consecutive weeks, unless there are substantial and reasonable considerations which dictate a change for a lesser period, the Union shall be notified in advance of proposed changes in the shift rotation, The UNION may, at it's own discretion, poll the employees as to their preferences and negotiate as appropriate.

6.3 The EMPLOYER agrees that appropriate time will be permitted employees_ as needed for clean-up prior to lunch period and the end of the workday. It will be the responsibility of the immediate supervisor to determine the necessary clean-up time,

When early administrative dismissals are granted by the Commanding Officer because of inclement weather or other Acts of God, all employees, except those whose appointments are limited to 90 days or less and those who have not been continuously employed for a period of 90 days under one or more appointments without a break in service, who reported for work and are in a duty status at the time of the dismissal shall be given administrative excusal of the same duration, This provision shall not apply to those employees who have been notified that their services will be required or those working rotating shifts, Eligible employees in a duty status who are directly affected by a breakdown. of equipment or are prevented from working due to other interruptions or suspensions of work operations will be assigned other work, Employees for whom no other work can be found before the end of the work shift shall

be granted administrative excusal for the remainder of the work shift in accordance applicable regulations. Work provided under these circumstances need not be that to which an employee is normally assigned.

If an employee is forced to work 16 hours because of inclement weather or

other Acts of God and is regularly scheduled to work the next consecutive shift, he/she may work or be replaced by another employee at his option and with the concurrence of the supervisor. •

The EMPLOYER agrees that, where there should be no adverse results, consideration shall be given to an employee requesting a transfer to another shift for the purpose of pooling transportation to and from work with another employee or employees. Employees may also express a shift preference when a vacancy occurs.

Upon their mutual agreement and with the concurrence of their supervisors, equally qualified employees within the same department, may swap assigned shift hours.

ARTICLE 7 OVERTIME

Overtime assignments shall be distributed as fairly and equitably as possible among technically, physically and security qualified employees in their particular job rating within their assigned shop or organizational unit. The UNION recognizes that in some instances it will be necessary to deviate from this policy because of special involvement, technical skills or experience required for particular jobs. It is understood that an employee who is performing a particular task or project during regular working hours will be given the first opportunity to work any overtime assignment that may be required on that task or project. If it is known in advance that an overtime work assignment is involved, the initial assignment during regular working hours will be made in such way so as to assure the equitable distribution of overtime assignments as provided for in this Section. Consideration will be given to those employees who volunteer or decline to work overtime. A declination or nonavailability for any reason will be counted as an overtime assignment worked. For purposes of determining cases of fair and equitable distribution of overtime, one year shall be the minimum period considered. The Computer printouts as they pertain to a specific identified overtime issue involving Unit employees for the preceding year will be made available to the UNION upon request to the extent possible under statute or regulation.

When an employee is required to work overtime the EMPLOYER agrees to give reasonable notification where possible. The EMPLOYER agrees that over time will be held to the minimum necessary to complete work schedules and efficiently carry out the mission of NAVSPASUR. Employees may be required to work overtime when such overtime is considered necessary by the EMPLOYER.

Employees in the Unit shall be entitled to overtime pay in accordance with applicable regulations including the Fair Labor Standards Act.

No employees shall be placed in a nonpay status during the regular shift hours of his basic workweek in order to compensate for or offset overtime hours worked outside of his/her regular work shift or basic workweek. Variations in shift schedules are authorized for educational purposes.

Employees who are required to work through their lunch period will earn either overtime or compensatory time.

An employee shall receive at least two (2) hours pay at the applicable overtime rate if he/she is called in (call back) to work outside of and unconnected with his/her basic workweek and cannot be utilized for the full two hours.

Consideration for overtime shall not be denied to any employee for the reason that annual or sick leave has been approved, provided the employee returns to duty during his/her normally scheduled hours of work for that day and prior to the granting of consideration for overtime. Consideration for overtime shall not be denied because of approved annual or sick leave taken on previous days or to be taken on subsequent days.

Service of an employee on jury duty or any other assignment will not preclude his/her consideration for assignment to overtime work if the employee returns to work prior to the granting of consideration for overtime.

In the event an employee is required to work overtime to meet minimum manpower requirements, the hours of work for that shift may be divided by two or more employees.

When an employee of the ADP Department calls in on short notice sick leave or emergency annual leave, the replacement will be selected in the order indicated as follows: as long as it does not create a straight 24 hour work day or conflict with the intent of Section 7.1.

Qualified Operators

Qualified Operators from

current shift

"off shift"

shift relieving affected shift

Any Qualified Console Operator

Console Operator

Console Operators from

current shift

•off shift•

Co shift relieving affected shift

Any Console Operator

I/O Operator

(1) I/O Operators

Current shift

"Off shift"

Shift relieving affected shift

Any I/O Operator

Any Console Operator

ARTICLE 8 HOLIDAYS

Employees shall be entitled to all Federal holidays as prescribed by law Or Executive Order. Holidays as determined above will be observed as nonwork days where work requirements permit. Whenever such holidays fall on Saturday or Sunday, the activity will observe the preceding Friday or succeeding Monday, respectively, as holidays in accordance with applicable regulations and instructions.

When holidays as defined above fall on the first regular day off, the preceding regular workday shall be observed as a holiday for pay purposes. When the holiday falls on the second regular day off., the next regular workday shall be so observed. Employees working on a holiday within their basic work week shall receive double their rate of. Basic pay and appropriate differential for all hours not to exceed eight (8) hours worked on such holiday.

It is agreed that an employee shall not be scheduled to perform work on a

Holiday solely to avoid payment of overtime.

ARTICLE 9

CIVIC RESPONSIBILITIES

When employees are under summons to serve on a jury or to qualify for jury service, time lost from his/her normal work schedule for this purpose or other time lost due to this obligation will be charged to Court Leave and the EMPLOYER will pay him/her in accordance with applicable pay regulations. An employee excused from jury service is not required to report for duty that same day unless he/she is released from jury service and it is reasonable for him/her to return to work.

When an employee is subpoenaed for jury service, he/she shall promptly submit a true copy of the subpoenas to his/her supervisor in order that arrangements may be made for his/her absence from scheduled duty. The employee will present to the EMPLOYER, a signed jury service certification or other satisfactory evidence of time served on such duties immediately upon return to duty following his/her release from jury service.

An employee on Court Leave for jury service will collect all fees and allowances due and this sum, less any appropriate amount paid to reimburse him/her for personal expenses incurred in performing such jury service will be given to his/her supervisor, together with the certification of jury service as provided for in Section 9.3 of this Article,

Employees working the regular day shift on the date of any National or State election occurring within the days of their basic workweek, and who are registered to vote in such election, shall be granted time off without loss of pay or charge to leave for the purpose of voting, consistent with applicable regulations. It is understood that employees who do not intend to vote are not entitled to such time off,

9, 6 Employees whose services can be spared and who wish to serve as blood donors will be excused from work without charge to leave for the time necessary to donate the blood and for recuperation following blood donation. Normally, the maximum excusal time should not exceed four hours. Additional time, not to exceed one day, is permissible in case where the employee must travel an unusual distance or where unusual need for recuperation occurs. The donor is expected to remain in the area provided for recuperation at the donation site until he/she is ready to return to work. Employees are expected to return to duty after donating blood and recuperating from the donation. If upon returning to duty, an employee feels that he/she has not recuperated sufficiently to perform the duties of his/her position the immediate supervisor may excuse the employee from duty,

ARTICLE 10

ANNUAL LEAVE

Employees are required to submit requests for annual leave a reasonable time in advance. It is recognized by both the EMPLOYER and the UNION that in requesting leave, the employee has an obligation to give as much advance notice as possible to enable the EMPLOYER to plan and make appropriate arrangements for the employee's absence. While the EMPLOYER will give due consideration to every request for annual leave, the length of advance notice insofar as it affects the EMPLOYER's ability to carry out its various functions in a timely manner, will have a bearing on the approval of the employee's request for leave. Annual leave will be granted to every employee for the period requested by the employee except: (1) when the employee's absence would create an inability of the work unit to successfully meet its prior work commitments as planned, (2) or in emergencies affecting the EMPLOYER. Requests for emergency leave need not be submitted in advance and will be judged on an individual case basis. Employees requesting emergency annual leave may be required to provide adequate justification of the requested absence. Shift workers (without regard to the shift) will cause their immediate supervisor to be notified of their request for emergency annual leave as soon as possible but normally no later than three hours before the start of their scheduled shift. Other employees will cause their supervisor to be notified as soon as possible but normally no later than one (1) hour after the start of their workday. Situations wherein the employee fails to provide notification in a timely manner will be considered on an individual basis. In such instances, the employee may be required to provide reasonable justification for his/her failure to give notification by the required time.

It is understood that only supervisory personnel have the authority to approve annual leave, and that employees should not assume that notification of their absence implies the absence has been approved.

The EMPLOYER agrees that tardiness of less than one (1) hour will be excused, when justified by the circumstances and approved by the immediate supervisor.

10.5 The EMPLOYER and the UNION agree that individual annual leave records will not be posted on any bulletin board or displayed to the public in any other manner without the employee's consent.

10.6 Employees who are tardy for more than one (1) hour will be allowed to take annual leave when justified by the circumstances and approved by the supervisor.

ARTICLE 11

SICKE LEAVE

Sick leave, if accrued, shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury, pregnancy, or for medical, dental, or optical examination or treatment, or when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when, in the opinion of the attending physician, through exposure to contagious disease, the presence of the employee at this post of duty would jeopardize the health of others.

An employee is responsible for notifying his supervisor or other designated persons of his request for sick leave. Normally, this should be with in one hour after the beginning of their working hours, or in case of shift work, normally no later than three hours before the beginning of their scheduled shift on the first day of his/her absence. Employees will notify their supervisors of how long they expect to be off sick and if the period exceeds that expected they will further notify their supervisor. If the employee is unable to personally notify his supervisor, another person may do so for him. However, this does not relieve the employee from the obligation of such notification if he/she is personally unable to make notification. When an employee is sent home from work because of illness, he/she is subject to the same reporting requirements on the following workday if he/she is still incapacitated. When the incapacitation extends from one workweek to another, the employee is to notify his/her supervisor or other designated person on the first workday of the following week and each week thereafter until he/she returns to duty.

Sick leave request for all non-emergency medical, dental and optical examinations will be granted provided such requests are made in advance and the employee's services may be spared. Such requests shall be made one week in advance if the employee knows of the appointment that far in advance.

Employees are required to submit a medical certificate for each period of sick leave which exceeds three (3) continuous workdays. For periods of three (3) days or less, a medical certificate is not required unless the employee have been notified in writing to submit a medical certificate for all absence due to illness.

However, in lieu of a medical certificate for absences exceeding three (3) working days continuous duration an employee may, with the concurrence of his/her supervisor, complete an SF-71 and in the re

marks section indicate the reason for his/her absence.

An employee must furnish a medical certificate in cases where the EMPLOYER has given written notice to an employee that a medical certificate will be required for each absence for which sick leave has been requested. In all cases where an employee is required to submit a medical certificate to support each request for sick leave, the attendance record of the employee, with respect to sick leave usage will be reviewed every six (6) months by the supervisor issuing the requirement. The employee will be notified of the determination following such review.

Unearned sick leave, not to exceed a total of 30 days, may be advanced to employees with career or career-conditional status under the following conditions:

The absence is for a serious illness or disability.

The employee furnishes acceptable written evidence from her/his physician that he/she will return to work on a permanent basis.

It is understood that at such time as an employee officially applies for disability retirement and desires to continue in a duty status, the EMPLOYER may for good reason, require the employee to place himself in an appropriate leave status while the application is pending.

It is understood that only supervisory personnel have the authority to approve sick leave, and that employees should not assume that notification of their absence infers the absence has been approved

Employees who because of illness are released from duty shall not be required to furnish any certification to substantiate sick leave for the day released from duty unless he/she has a letter of requirement. Subsequent days for absence shall be subject to the provisions of Section 11.4 of this Article and applicable regulations.

The Employer will furnish transportation for an employee on the advice of the Medical Officer unless the employee has the means of his own transportation.

11.11 The EMPLOYER and the UNION agree that individual sick leave records will not be posted on any bulletin board or displayed to the public in any other manner without the employee's consent.

ARTICLE 12 LEAVE WITHOUT PAY

Consistent with regulations and workload requirements, the EMPLOYER agrees to grant leave without pay to employees for the purpose of serving, on a temporary basis, as an officer, delegate, or representative of the UNION.

Requests for leave without pay for the purposes stated in 12.1 shall be made in writing through the UNION and submitted with application for leave as far in advance as possible, but in no case less than one (1) month before leave is to begin. Requests for the purpose of serving as a delegate on a short-term basis will be submitted not less than two (2) weeks in advance. Such requests must include the length of time for which the leave of absence is requested; however, the request may not exceed a period of one (1) year.

The EMPLOYER recognizes the obligation to return an employee to duty at the expiration of a period of approved leave without pay in the position and rate of pay to which entitled by applicable regulations.

The EMPLOYER also recognizes the reduction-in-force placement and re treat rights of an employee on approved leave without pay in situations where the employee's status has been affected by reduction-in-force during this period of absence.

12.S Employees in an approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Federal Employee's Group Life Insurance and the Federal Employee's Health Benefits Program in accordance with applicable laws and regulations.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The EMPLOYER and the UNION agree to continue cooperation in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex, physical or mental handicap or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

The UNION and EMPLOYER strongly endorse the principles and objectives of the EEO Program as set forth in applicable laws and regulations.

The UNION will designate a representative from the unit as a member of NAVSPASUR'S EEO Committee. The UNION agrees that its representative will, to the maximum extent possible, attend all committee meetings and provide participation and continuity.

ARTICLE 14

EMPLOYEE ASSISTANCE PROGRAM

14.1 The EMPLOYER recognizes the value of and the need for an Employee Assistance Program and agrees that utilization of the Employee Assistance Program is not a form of discipline and has no disciplinary connotations.

ARTICLE 15

PROMOTIONS

This Article provides the sole procedure for competitive actions to all General Schedule positions within the Unit at level 2 and above, excluding Upward Mobility positions. Any right, requirement or obligation accruing to Unit employees by virtue of this Article, and not mandated higher authority, will not apply to applicants outside of the Unit, nor will it apply to promotions to positions outside of the Unit except as limited below in this section. This Article except as limited below in this

section, does not apply to other recognized methods of filling positions such as appointment, reinstatement, reassignment, transfer, and change to lower grade not requiring merit competition. All vacancies which are to be filled by merit promotion will be announced by merit promotion announcements as defined later in this article. All vacancies which are to be filled by recruitment from an Office of Personnel Management register, including vacancies within the bargaining Unit and vacancies of first-line supervisory positions will be communicated to the UNION on an annual basis. The listing provided the UNION will be updated at least quarterly.

The employer will provide, if requested, in depth information to the UNION and employees in regard to any such vacancy. The information provided will be sufficient to allow an employee to apply to Office of Personnel Management to be placed on the register in question.

The EMPLOYER and the UNION recognize that there are instances when pro motions may be made without competition and hence are exempt from the provisions of this Article. Such promotions include, but are not limited to: (1) Career promotions, (2) re-promotion to grades or positions from which demoted

without personal cause or at the employee's request, (3) promotions to positions upgraded without significant change in duties and responsibilities as a result of either issuance of new classification standards or correction of a classification error, (4) promotion during reduction-in-force, (5) promotion after failure to receive proper consideration, and (6) promotions resulting from a gradual accretion of duties and responsibilities.

The Naval Space surveillance System, Dahlgren, Virginia and the Naval

Surface Weapons Center, Dahlgren, Virginia and its tenant activities, Dahlgren, Virginia, are designated as the minimum area of consideration for

filling vacancies through promotions under these procedures. The EMPLOYER has the obligation to select the best qualified person available to fill any vacancy.

Toward this end, concurrent and equal consideration may be given to all applicants, both applicants for promotions from within the area of consideration and outside applicants who may apply for employment.

Method of Locating Candidates.

When the standards developed in Section 15.5 have been established, they will be incorporated in the vacancy announcement which will be publicized for a minimum period of 10 calendar days through the use of the official NAVSPASUR bulletin board located in the basement of Building 183.

Vacancy announcements will state the series, grade level, title of vacancy, location of vacancy, a brief description of the duties as they pertain to the vacancy, including any written test requirements.

Employees on approved leave will be considered for promotion provided they will return to duty not later than 30 days after selection is made and notification is given. An employee's request for an extension of the 30 day period may be approved only by the Commanding Officer NAVSPASUR. Employees who wish to be considered while on leave shall submit a current SF-171 to the Personnel Management Department. They will be considered for vacancies in specific titles for which they request consideration and for which they qualify. Employees on unanticipated sick or emergency annual leave during the entire period that a

vacancy in which they are interested is advertised will be allowed to make application for the vacancy after their return to work providing the late application is submitted to the Personnel Management Department no later than one week after the closing date of the announcement. In

no event shall the rating process be held up because of late application

Employees on official travel during any part of the official notice period will be considered as in 1S.4(c) above.

Employees who consider themselves qualified and wish to apply will submit a •personal Qualifications Statement• (SF-171), and other appropriate forms. At the same time the employee will obtain supervisory

appraisal forms and give them to his current supervisor and most recent former supervisor to be completed and returned to the Personnel Management Department.

When the most recent former supervisor is not available or the previous supervision took place more than two (2) years ago or the supervisor has no knowledge of the position applied for, the appraisal will be given to the present next higher supervisory level.

If the applicant feels that a more thorough evaluation may be provided

by another past or present supervisor, he/she may have this individual fill out a third evaluation.

The number of vacancies expected to be filled will be listed on the vacancy announcement. Normally only this number of vacancies will be filled.

Qualification Standards.

The Minimum Qualification Standards used for promotion shall be the standards prescribed by the Office of Personnel Management. Additional provisions for in service placement and appropriate and realistic selective placement factors may be used. All candidates who meet the appropriate standards thus determined have basic eligibility for promotion and candidates without basic eligibility will receive no further evaluation. The requirements established will be recorded in the vacancy announcement.

Once the promotion vacancy has been announced, no change will be made in the qualification requirements unless a need occurs to change the requirements, in which case the announcement will be cancelled and re-announced.

15.5 Evaluation

a. The Personnel Management Department will insure the proper evaluation of eligible candidates' qualifications against the requirements established for the vacancy. The requirements will be defined on the vacancy announcement either in their entirety or by reference. Those who meet the minimum requirements established (i.e., are basically eligible) are further evaluated against the job element(s) as stated in the vacancy announcement. In this evaluation, the rating official(s) will consider information which has a clear and positive relationship with quality of performance. (Length of service or length of experience will be used as an evaluation factor only when there is a clear and positive relationship with quality of performance.) Such information is typically found in the employee's application, the Official Personnel Folder, and supervisory appraisals of performance. The supervisor is normally the one who controls, assigns, and evaluates the performance of work of an individual. In the evaluation process, there is no predetermined weighing of any of these sources of information.

b. Employees have the right to review their Official Personnel Folders to ensure that they contain necessary and relevant information and that they do not contain unnecessary and irrelevant information.

c. In evaluating or rating eligible employees against the job element(s) each element will have a point value from 0 to 4, i.e., certain abilities for 4 points, lesser abilities for 3 points, etc. Based on the point value assigned to the •summary element• alone (i.e., ability to satisfactorily perform the duties and responsibilities of the position without more than normal supervision), or the total point value when considering all the elements, eligible candidates will be assigned to one of two ranking categories, "highly qualified" or "qualified." Normally, the ranking category will be determined on the basis of the "summary element• alone. However, when further evaluation is necessary, as, for example, when specific rank order within a ranking category is necessary for certification purposes, all job elements with exception of the "summary element" will be considered "Highly qualified" candidates must obtain a minimum point value of 3 when considering the summary element" alone or an average of 3 when considering all elements. Eligible candidates receiving a point value below 3 are considered to be in the "qualified" ranking category. When it is necessary to determine rank order used.

d. If there are 5 or fewer eligible unit candidates for a vacancy, all eligible candidates may be referred to the selecting official(s) without rating them. At the discretion of the Employer, a rating panel may be considered to rate these employees. When there are more than 5 eligible unit candidates for a vacancy, a rating panel will be convened to further evaluate the unit who is at a grade equal to or above that of the vacancy and has subject matter knowledge relevant to the vacancy and normally will occupy a position in the same job family as the position being filled. The other members of the Union will nominate within one week from the date of the request for such nomination, three (3) qualified unit employees from which two will be selected by the Employer, one as a primary and the second as alternate. Unit employees will be in a pay status while serving on a rating panel. When a rating panel is used, the representative for the Personnel Management Department will participate as a technical advisor to the panel to insure that proper merit principles and procedures are adhered to. That Personnel Management Department will be established without a Union representative if there were three qualified unit employees nominated for the panel. A Union member will be included on Upward Mobility rating panels. The procedures as set forth in this section will be used in determining such rating panel members.

15.7 Certification

Subsequent to the evaluation, all eligible candidates, up to a maximum of ten (10) for each vacancy will be certified to the selecting official. Certification will be in alphabetical order with no indication as to point value or score received in the evaluation process. Neither will there be any indication as to ranking category, i.e., "highly qualified" or "qualified" unless candidates from both categories are among those certified and there is a meaningful distinction in point value received in the evaluation. For this purpose a meaningful distinction exists when more than 5 points, using scores based on a range of 0 to 100, separate the lowest ranked candidate in the highly qualified" category from the highest ranked candidate in the qualified" category. Copies of promotion certificates will be provided to the Union upon request.

15.8 Selection

When a selection is made from the promotion certificate, the selecting official is entitled to make the selection from any of the candidates on the promotion certificate based on his/her judgement of how well the candidates will perform in the particular job being filled, and when appropriate, what their potential is for advancement. If the selecting official interviews one employee on the certificate, all employees on the certificate will be given an opportunity to be interviewed. Normally, an employee will be notified a reasonable amount of time in advance of an interview.

,15.9 Discrimination

Promotions will be made without discrimination for any nonmerit reason such as race, color, religion, sex, national origin, political affiliation, marital status, physical or mental handicap, age, or membership or nonmembership in a labor organization. Nepotism and personal favoritism will not be tolerated. Consideration for promotion may be limited to one sex for those positions for which the Office of Personnel Management has determined that certification of eligibles may be made on the basis of sex.

15.10 Grievances ..

Grievances involving the application or interpretation of this Article will be subject to the negotiated grievance procedure as outlined the complaint shall be filed with the Head of the Personnel Management Advisory Division (P70). Step two will be the Head, Personnel Management Department or his designee. Step three will be the NAVSPASUR Commanding Officer or his designee. Failure to be selected for promotion when proper promotion procedures are used is not grievable.

15.11 When a grievance is filed under the provisions of Section 15.10 the EMPLOYER, when requested in writing will make available any permissible records concerning UNIT employees, the disclosure of which is not prohibited by law, would not constitute a clearly unwarranted invasion of personal privacy, and are pertinent to the grievance. Upon written request, a designated UNION Official will be permitted to review crediting plans used for UNIT positions. It is understood that any information provided or made available to the UNION will be treated in strictest confidence.

15.12 Special consideration for repromotion eligibles is limited to that period of time they are entitled to either saved grade or saved pay under the provisions of the Civil Service Reform Act (CSRA) of 1978. Such consideration will be granted by referring repromotion eligibles to the selection official for vacancies in their own pay plan for which they qualify. Such referral process will take place prior to announcing a vacancy. The selecting official may select a repromotion eligibles will receive equal consideration with other merit promotion candidates.

ARTICLE 16

TEMPORARY PROMOTIONS OF 120 DAYS OR LESS TO SUPERVISORY POSITIONS

16.1 When an employee is temporarily assigned as an acting supervisor for UNIT positions for more than 30 consecutive calendar days but not more than 120 consecutive calendar days, the employee will receive a temporary promotion to be effective no later than the 31st calendar day of the temporary assignment, provided the EMPLOYER has at least fourteen (14) calendar days prior knowledge that the assignment will exceed 30 calendar days. In instances where it was not possible to anticipate that the assignment would exceed 30 calendar days at least fourteen (14) calendar days in advance of assignment, the EMPLOYER will effect the temporary promotion as quickly as possible but not longer than the fourteen (14) calendar days after notification is received. Such temporary promotions cannot be made retroactive.

16.2 It is agreed that a series of details or assignments to a particular acting supervisor position will not be made to avoid the payment of the higher rate assigned to the supervisory or leader position.

ARTICLE 17

DETAILS TO HIGHER LEVEL POSITIONS WITHIN THE UNIT

17.1 When an employee in the Unit is officially detailed to an established, classified position of a higher level within the Unit for more than 45 consecutive calendar days, the employee will receive a temporary promotion to be effective no later than the 46th consecutive calendar day of the detail provided the EMPLOYER has at least seven (7) calendar days prior knowledge that the assignment will exceed 45 consecutive calendar days. In instances where it is not possible to reasonably predict that the assignment will exceed 45 consecutive calendar days at least seven (7) calendar days in advance, the EMPLOYER will effect the temporary promotion as quickly as possible but no later than the seven (7) calendar days necessary to administratively effect the action.

17.2 It is agreed that a series of details or assignments of the same individual to a particular position will not be made to avoid the payment of the higher rate assigned to the higher level position.

ARTICLE 18

WITH-IN GRADE INCREASE

18.1 Credit shall be retained for all time worked within any given grades for purposes of calculating Within-Grade Increases to the extent permitted by applicable regulations. Employees who have been demoted for reasons other than misconduct or inefficiency and are repromoted, shall resume progress toward their Within-Grade Increase at the same point in time from which they were demoted unless regulations prohibit this. Regulations require that a new waiting period begin upon a new appointment in the Federal Service, or after a break in service or a nonpay status in excess of 52 calendar weeks, or upon receipt of an equivalent increase.

18.2 An employee whose within-grade increase is withheld will be notified of his/her right to reconsideration or grievance as appropriate. The employee will be given an extra copy of the withholding notification and advised that he/she can give this to his/her representative if he/she so desires.

ARTICLE 19

REDUCTION-IN-FORCE

19.1 All reductions-in-force will be made in accordance with applicable Navy, Department of Defense and Office of Personnel Management regulations and will be administered in a manner which will affect the necessary reduction in personnel strength with a minimum of disruption to the activity. The EMPLOYER agrees to make a reasonable effort to avoid or minimize a reduction-in-force by adjusting the work force through promotion, reassignment or transfer of employees to available vacancies which are of a continuing nature and for which employees are qualified. The EMPLOYER retains the right, at its discretion, to waive in whole or in part qualification requirements in the placement of Unit employees affected by a reduction-in-force.

19.2 All employees affected by a reduction-in-force (or their designated UNION representatives) shall have the right to review the retention register for the employees' competitive level and other competitive levels that have a direct bearing on the employees' relative standing. Employees or their UNION representatives shall have the right to discuss questions pertaining to the register with the EMPLOYER'S representative(s).

19.3 The EMPLOYER agrees that prior to the issuance of official notice to the employees involved in a reduction-in-force action, the UNION shall be notified to the fullest extent practicable of the number of employees and competitive levels to be reduced, the date action is to be taken, and the reasons for the reduction-in-force.

19.4 Any career or career-conditional employee who is separated because of reduction-in-force and who has not declined the offer placed on such priority reemployment lists as may be priority list will not affect his/her status on the list or his/her eligibility for reemployment in a permanent position. •

ARTICLE 20

CHANGE IN POSITION REQUIREMENTS

20.1 The NAVSPASUR'S Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher Navy authority. In any case where action is planned by the EMPLOYER to modify any position in the UNIT to the extent that either the position/job title or grade level will be affected, it is agreed that the employee(s) and his/her/their/UNION representative(s) will be informed of the change prior to the effective date of the change.

20.2 Any employee in the UNIT who feels that his/her position/job is improperly classified shall have the right to present the reasons that support her/his contentions to the Personnel Management Advisory Division Head. Such reasons will be in writing and forwarded through the appropriate supervisor for comments. The Personnel Management Advisory Division Head will provide a decision in writing to the employee advising his/her of his/her findings in the matter. If the employee wishes to appeal the decision, then, he/she may forward it with all pertinent documentation to the Head of Classification of the Personnel Management Department. The decision of the Head of Classification is final¹ however, an employee may file a classification appeal in accordance with agency regulations if he/she wishes.

ARTICLE 21

POSITION DESCRIPTIONS

21.1 Each employee covered by this Agreement shall be furnished a current, accurate, and up-to-date copy of his/her position/job description upon request.

21.2 The phrase "all other duties as assigned" and such similar nondescriptive general phrases shall not be used in any position/job description.

The EMPLOYER agrees to make a reasonable effort to assign work to qualified Unit employees in accordance with position/job descriptions.

21.4 The EMPLOYER agrees that the employee shall be informed of any change made to his/her position/job description before final entry into his/her record

ARTICLE 22

DISCIPLINE

22.1 All informal actions such as Letters of caution and Letters of Requirement shall be for just cause, all formal disciplinary actions (i.e., Letters of Reprimand and Suspension of 14 days or less) may be taken only for such just cause as will promote the efficiency of the service and must be supported by a preponderance of the evidence.

Adverse actions for misconduct (i.e., a removal, a suspension for more than 14 days, reduction in grade, a reduction in pay, and furlough of 30 days or less) may be taken against an employee only for such just cause as will promote the efficiency of the service, and must be supported by a preponderance of the evidence,

Actions for unacceptable performance (i.e., a reduction in grade or a removal) may be taken against an employee only when the employee fails to meet established performance standards in one or more critical elements of his/her position and must be supported by substantial evidence, Further, such actions shall only be taken for just cause/

22.2 The EMPLOYER has the rights and obligation to determine the facts relevant to any case in which disciplinary or adverse action may result, accordingly, prior to initiating a formal disciplinary or adverse action against an employee, a preliminary investigation will be made by the immediate supervisor or other management official to document the facts and to determine whether a just cause exists, a UNION representative will be allowed to be present during the entire examination of an employee if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests representation, when the supervisor or management official reasonably suspects an employee has committed an act for which disciplinary action may be taken, he will advise the employee of this right prior to any examination, The UNION will likewise have the right to represent the employee at any subsequent meeting with that employee which relates to the examination if the employee desires such representation,

22.3 Appeal of the merits and/or procedures of disciplinary actions for which the employee receives a Letter of Caution, Requirement, Reprimand, or a Suspension of 14 days or less will be subject solely to the negotiated grievance procedure. Should an employee contest the merits or the procedures used in effecting a suspension of 15 days or more or any other adverse action such matter may be contested by appeal to the Merit Systems Protection Board, or through the grievance procedure described in Article 23 of this Agreement, but not both, for the purpose of this Section, the grievance will be started at the step at which the action was effected, any disciplinary or adverse action which is contested, in whole or in part, on the basis of an alleged violation of the practices set forth in 5 USC 7116 (Unfair Labor Practice) may be processed under the negotiated grievance procedure or an Unfair Labor Practice but not both, any disciplinary or adverse action contested in whole or in part on the basis of an alleged violation of the practices set forth in 5 USC 2302 (b) (1) (Discrimination) may be processed under the EEO procedure or the negotiated grievance procedure, but not both.

22.4 In disciplinary or adverse actions against any employee covered by this Agreement for which written notice of the proposal is required, the EMPLOYER will furnish the employee with an extra copy of the proposal. The employee may give his/her Copy to the representatives of the UNION or to any other person. Unit employees against whom formal disciplinary or adverse action is taken will be advised of their rights of grievance or appeal.

ARTICLE 23

GRIEVANCE PROCEDURE

23.1 The purpose of this Article is to provide a mutually acceptable method for settlement of grievances.

23.2 Scope. A grievance means any complaint –

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by the UNION concerning any matter relating to the employment of any employee; or

.. c. by an employee, the UNION, or the EMPLOYER concerning -

- 1. The effect or interpretation of an alleged breach of this collective bargaining agreement;
- 2. any alleged violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

d. except that it shall not include a grievance concerning -

1. any alleged violation relating to prohibited political activities or
2. retirement, life insurance, or health insurance; or
3. a suspension or removal under Section 7532 or 5 USC; or
4. any examination, certification or appointment; or
5. the classification of any position which does not result in the reduction in grade or pay of an employee.

23.3 his negotiated procedure shall be the exclusive procedure available to the UNION and the employees in the bargaining UNIT for resolving such grievances except as provided in Section 4 of this Article.

23.4 Appeal and Grievance Option. An aggrieved employee affected by discrimination, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this Section and pursuant to section 7121 of the Civil Service Reform Act of 1978, an employee shall be deemed to have exercised his/her option under this Section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

23.5 Question of Grievability. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

23.6 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The EMPLOYER and the UNION agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Reasonable time during working hours will be allowed for an employee and his/her UNION representative who is representing him/her at the step of the grievance procedure under consideration to prepare and present a timely grievance including attendance at meetings with EMPLOYER officials.

23.7 It is agreed that a grievance under this Article will be initiated within ten (10) calendar days of the incident, or knowledge of the incident but in no case later than thirty (30) calendar days from the date of the incident leading to the alleged grievance. Any grievance failing to meet these time limits shall not be presented or considered at a later date.

23.8 It is recognized that under this procedure there are three (3) situations whereby a grievance can be filed by employee(s) or the UNION:

- a. Employee(s) initiated with UNION representation;
- b. Employee(s) initiated without UNION representation;
- c. UNION initiated (to be filed with the Commanding Officer or his designee).

The EMPLOYER and the UNION further agree that before a grievance is filed, the problem will have been discussed between the employee and his immediate supervisor in good-faith attempt to resolve the issue in dispute.

A formal grievance will be processed in accordance with the procedures outlined below:

Step 1. The grievance shall be reduced to writing by the employee or the UNION and is to be presented to the employee's immediate supervisor. The written grievance shall be specific as to: The act(s) complained of, including date(s) and person(s) involved, efforts to resolve the matter informally and the corrective action desired. Concerned parties will not consider the grievance to have been submitted unless the items listed above are included. Items identified above may not be modified after submission of the written grievance, Issues not included in the written grievance will not become part of the grievance or subject to review in consideration of the grievance at any time; however, new information on the original issues may be added at any time; through Step 3 of the grievance procedure, A meeting will be held within ten (10) working days of receipt of the written grievance, with the appropriate shop steward and/or the employee, The number of Management Officials present at the meeting may not exceed two (2), the deciding official's decision will be issued in writing to the employee and the UNION representative within ten (10) working days of the meeting,

Step 2, If the matter is not satisfactorily resolved, the grievance may be submitted to the employee's next level of supervision within ten (10) working days after completion of Step 1, the written grievance will be amended to include the provision(s), by article and section of the AGREEMENT, alleged to be misinterpreted or misapplied, if a violation of the AGREEMENT is alleged, otherwise the grievance must specify the rule, regulation, or policy alleged to have been violated, the next level of supervision will render a written decision within ten (10) working days after receipt of the grievance or after any meeting held. Either party may request a meeting if such a meeting would substantially contribute to the resolution of the grievance, the employee may be represented by the UNION representative from her/his unit at such a meeting, The number of Management Officials may not exceed two (2),

Step 3, If no satisfactory resolution is reached in Step 2, and the employee and/or UNION desires further consideration, a request may be submitted to the Commanding Officer, or his designated representative to consider the grievance. Such request must be made within ten (10) working days after the decision rendered in Step 2. An answer will be rendered in writing within ten (10) working days after receipt of the grievance or any meeting held. Either party may request a meeting if such a meeting would substantially contribute to the resolution of the grievance. The employee may be represented by two (2) UNION representatives at such a meeting. The number of Management Officials may not exceed three (3),

Step 4. If the UNION is not satisfied with the settlement offered or the final position taken by the EMPLOYER on a grievance processed in accordance with this section, it may submit a grievance to arbitration in accordance with the provisions of Article 24 of this AGREEMENT,

23.9 Failure of the EMPLOYER to meet the time limits prescribed above shall permit the employee or the UNION to move the grievance to the next step of the procedure. Failure of the employee or the UNION to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

23.10 When two or more employees have grievances which may be reasonably construed as identical, they will be joined and processed as one grievance,

23.11 This section is the negotiated grievance procedure for use by the EMPLOYER and the UNION, and may not be used when the UNION brings a grievance on behalf of an individual or class of grievants. Should either party have a grievance, it will be reduced to writing under the procedures as follows: The grievance shall be specific concerning the act(s) complained of, including date(s) and person(s) involved; the provision(s), by article and section of this AGREEMENT, alleged to be misinterpreted or misapplied, if a violation of the AGREEMENT is alleged, otherwise the grievance must specify the rule, regulation or policy alleged to have been violated; efforts to resolve the matter informally; and the corrective action desired. The parties will not consider the grievance to have been submitted unless the items identified above are included. Issues not included in the written grievance will not become part of the grievance or subject to review in consideration of the grievance at any time. The EMPLOYER shall submit the grievance to the local President or his designated

representative, The UNION shall submit the grievance to the Commanding Officer or his designated representative, It is agreed that a grievance under this Section will be initiated within ten (10) calendar days of

the incident, or knowledge of the incident but in no case later than thirty (30) calendar days from the date of the incident leading to the alleged grievance, Failure of either party to meet the time limits for submission of a grievance shall constitute withdrawal and termination of the grievance unless extended under the provisions of Section 23.13. Either party may request a meeting prior to a decision being rendered on the grievance, If no meeting is requested, the written decision will be rendered no later than ten (10) working days from receipt of the grievance; if a meeting is held the decision will be rendered in writing no later than ten (10) working days from the date of the meeting, If the party presenting the grievance is not satisfied with the settlement offered or the position taken by the other party, it may submit a grievance to arbitration in accordance with the provisions of Article 24 of this AGREEMENT, Failure to submit the grievance to arbitration within 30 calendar days from receipt of the settlement offered or position taken by the other party shall constitute surrender of the right to initiate arbitration under this AGREEMENT,

23.12 Should a grievance involve the allegation of an unfair labor practice, it may be processed under the grievance procedure or under the Unfair Labor Practice procedure, but not under both procedures,

23.13 All time limits specified in this Article shall be exclusive of Saturday, Sunday, or holidays, unless specified as calendar days, extensions may be mutually agreed upon to provide for unusual cases,

ARTICLE 24

ARBITRATION

24.1 If a grievance processed under Article 23 of this AGREEMENT is not resolved, such grievances may, by written request of either the EMPLOYER or the UNION, within thirty (30) calendar days after the issuance of the final decision, be submitted to arbitration,

24.2 Within five (5) working days from the date of the request for arbitration, either party with notification to the other party, may request the Federal Mediation and Conciliation Service to provide a list of 7 impartial persons qualified to act as arbitrators. The parties shall meet within (5) working days after receipt by both parties of such list. If they cannot mutually agree upon one of the listed arbitrators, the EMPLOYER and the UNION will each strike one arbitrator's name from the list of 7 and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. In all cases, a coin will be tossed to determine which party will begin the striking procedure. The UNION will provide the coin.

24.3 Issues and charges raised before the arbitrator shall only be those raised at the third step of the negotiated grievance procedure. The arbitrator shall not supplement, enlarge, diminish or alter the scope or meaning of this AGREEMENT, any provisions therein or any other condition of employment properly before him. It is also agreed that the arbitrator should give due consideration to the interpretation given a higher level policy or regulation by the originating authority when that interpretation is made available.

24.4 If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

24.5 The UNION and the EMPLOYER agree to share equally the fees and expenses of the arbitration.

24.6 The arbitration hearing shall, whenever practicable, be held at the EMPLOYER'S place of business during the regular day shift hours of the basic workweek. A reasonable number of UNIT employees, as determined by the arbitrator, who have a direct knowledge of the facts in the case at issue may be called as witnesses and will be in a pay status for such appearances. UNIT employees will not receive payment for any time spent in the processing of a grievance (including the arbitration hearing) which exceeds/or is outside of their normal working hours. One UNIT employee to serve as a representative of the UNION as well as the aggrieved employee(s) may be present through the hearing in a pay status.

24.7 In the event that no questions of fact exist, the parties may by mutual consent forego a formal hearing and present the grievance directly to the arbitrator by individual written submission. The arbitrator is empowered to make a finding and award based on those submissions.

24.B The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing. When the parties so agree, the arbitrator will render a decision at the close of the proceedings. Such "bench" decisions will have no precedential value with regard to future grievances or arbitration.

24.9 The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority. If either party seeks clarification of the award from the arbitrator within ten (10) calendar days of receipt, the parties will not consider the award served and complete until the arbitrator's response to the request for clarification is received by both parties.

of a grievance if such a question has been raised. Absent a negative arbitrability decision, the arbitrator will then hear the merits of the case at the same hearing•

ARTICLE 25

PAYROLL DEDUCTION OF UNION DUES

25.1 The agreement for Voluntary Allotment of UNION dues is appended to the AGREEMENT and will be considered a part thereof.

25.2 It is agreed that neither the UNIT employee nor the UNION shall have claim against the EMPLOYER for any deductions made or not made, as the case may be, unless the claim of error is made in writing to the EMPLOYER within thirty (30) calendar days after the date such deductions were or should have been made.

24.10 The
arbitrator
will decide as
a threshold
issue the
arbitrability

ARTICLE 26

HEALTH BENEFITS PLAN BROCHURES

26.1 Upon request of an employee, the EMPLOYER will furnish a brochure describing the AFGE Health Benefit Plan, provided the UNION has made copies of the brochure available to the EMPLOYER,

26.2 All new Unit employees will be furnished a copy of the AFGE Health Benefits Plan brochure,

ARTICLE 27 UNION NOTICES

27.1 The EMPLOYER agrees to permit use of space as available on bulletin boards within the Unit for posting notices of meetings and similar noncontroversial items by the UNION. Such material shall be submitted to the Labor and Employee Relations Division, Naval Surface Weapons Center for review and approval prior to posting, The UNION will be responsible for posting and removing approved UNION material,

ARTICLE 28

EMPLOYEE PRODUCTIVITY AND DEVELOPMENT

28.1 Both parties recognize that employee productivity is of major concern and that it undeniably affects the future prospects of NAVSPASUR and the employees, Increased employee productivity is therefore, a significant goal of the EMPLOYER and the UNION,

28.2 The relationship of employee motivation to employee productivity is acknowledged by both parties, The role of job enrichment as a means of motivation is also recognized., The UNION will support the Employer in its efforts to provide job enrichment opportunities through job design, work-flow methods and techniques, temporary assignments to other duties, upward mobility, training and other developmental opportunities which promote a sense of achievement in accomplishing work and recognition for superior achievement.

28.3 Both parties recognize that employee development is a generally desirable goal, To the extent that resources permit and the need for such training is apparent, the EMPLOYER will provide employee development opportunities. It is understood that the support of training in terms of funding, official time materials or other considerations by the EMPLOYER (including the numbers and types of employees to be trained) is at the EMPLOYER'S discretion,

28.4 Any training to be supported in any way by the EMPLOYER must be reviewed and approved by appropriate officials of the EMPLOYER prior to beginning the training under such procedures as may be prescribed, If the employee is directed to take training, official time will be provided for the entire class period(s). If an employee requests training, denial at any level of such requested training will be in writing and will state the reason for such denial,

28.5 When the EMPLOYER provides on-site employee development opportunities, the location(s) and time(s) of such opportunities will be at the discretion of the EMPLOYER,

28.6 Efforts will be made to make training opportunities available to employees working other than the standard working hours.

28.7 If a specialized training course is determined by the EMPLOYER to be a requirement for promotion, selection for that training must be done through competitive procedures.

28.8 The EMPLOYER agrees to give full consideration to the UNION views and recommendations concerning the overall training program of eligible employees of the Unit,

ARTICLE 29

SAFETY AND HEALTH

29.1 The EMPLOYER shall make a reasonable effort to provide and maintain safe working conditions. In support of this objective, the UNION will encourage employees to work in a safe manner, use appropriate safety devices, and to adhere to safety regulations and requirements of the EMPLOYER. UNION officials and EMPLOYER will in all cases adhere to the safety regulations and requirements of the EMPLOYER.

29.2 When an employee believes that unsafe working conditions exist, he/she will report them to the cognizant supervisor as quickly as possible.

29.3 When unsafe working conditions exist and the EMPLOYER fails to take appropriate and expeditious action, an employee or UNION representative may call the NSWCC Safety Department and report the incident.

29.4 In the course of performing their normally assigned duties UNION representatives will be alert to observe unsafe practices, equipment and conditions in their immediate area which represent health hazards. When unsafe or unhealthy conditions are observed by UNION representatives, they must report them to the cognizant supervisor. When such matters are of activity-wide interest, the UNION must present the problem to the EMPLOYER safety representative for consideration by the EMPLOYER for solution. The EMPLOYER safety representative may be contacted by telephone or in person, however, a written memorandum must also be submitted within three working days of the incident to the EMPLOYER safety representative providing all relevant information. A copy of this memorandum will also be provided to the NAVSWC Labor and Employee Relations Division. The UNION will be notified by the EMPLOYER of actions taken to correct the conditions within ten (10) working days of receipt of the memorandum. If a grievance is filed the foregoing will be in lieu of Steps 1 and 2 of the grievance procedure.

29.5 The EMPLOYER will provide information concerning the Federal Employees Compensation Act (FECA) to employees who are injured on the job in regard to their rights and benefits, as soon as possible following alleged on-the-job injuries and will coordinate the administration of the FECA. Employees injured on the job will make the necessary and appropriate notification of the injury to the EMPLOYER as soon as possible after the injury. The EMPLOYER will fill out his portion of the required Office of Worker's Compensation Program (OWCP) reports as soon as possible.

29.6 When an employee returns to work from compensation he/she will not be returned to duty without written release from his/her doctor which shall be given to the medical officer and approved by the medical officer.

29.7 When unsafe working conditions are alleged to exist and are reported to the EMPLOYER by either the employee(s) or the UNION, prompt, mutually agreeable arrangements may be made at the UNION'S option with the cognizant supervisor for a UNION representative to view the alleged unsafe condition.

29.8 The EMPLOYER will insure that contractors do not endanger the safety of Unit employees.

29.9 When it is determined by the EMPLOYER that protective devices are necessary such protective devices will be made available.

29.10 The EMPLOYER shall notify the UNION of lost-time accidents within the Unit in accordance with applicable regulations and instructions.

29.11 The President of the UNION will designate a representative who will serve as a NAVSPASUR representative on the NAVSWC Employees Safety Committee.

No employee engaged in work which is hazardous shall be permitted to work alone or beyond call or observation of another employee. No employee who is in imminent danger shall be required to perform the task at issue until the danger has been eliminated through the abatement procedure or the situation has been declared nonhazardous by the Employer Safety representative. (If there is a subsequent charge of insubordination followed by a grievance, the

EMPLOYER will bear the burden of proving that the situation was safe.)

Employees who work in or are exposed to foot hazardous areas will be furnished safety shoes in accordance with Navy regulations.

The lighting around all authorized entrance ways will be ample to illuminate the area for a safe distance.

ARTICLE 30

ADVERSE WEATHER CONDITIONS

When temperatures within a work area become hazardous to health, under the standards set forth by the Navy Bureau of Medicine and determined by the EMPLOYER'S Safety representative employees will be moved to other safe areas or work/rest regimens will be established. The UNION shall be furnished a copy of the standard.

The UNION shall have the right to inform the EMPLOYER of an adverse weather condition which they consider warrants a determination as to degree to hazard if any.

During adverse weather conditions the Virginia and Maryland State High way Commission travel advisories for the localities of the bargaining Unit employees may be considered by the EMPLOYER in granting administrative dismissals.

Employees who are prevented from reporting to work due to adverse weather conditions may be granted administrative leave.

30.S In disciplinary and adverse actions for failure to report to work during adverse weather conditions, consideration will be given to the employee's availability of transportation and physical inability to get to work.

ARTICLE 31

RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

For the purpose of this Agreement, research programs shall mean a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change, and comparisons among policies and systems.

Demonstration project shall mean a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal Personnel Management.

These are the statutory definitions

Prior to the EMPLOYER'S official response to an inquiry from a higher level authority concerning a research program or demonstration project, the EMPLOYER will provide the UNION with copies, without cost, of all documents relating to such an inquiry.

The parties agree that they shall negotiate with regard to any implementation impacting on Unit employees and that a reasonable amount of time shall be allowed for such negotiations.

ARTICLE 32

CONTRACTING OUT

Whenever contracting out of in-house services is planned which could result in a reduction in the number of Unit employees, the UNION will be notified in writing. In addition a meeting will be held between the EMPLOYER and the UNION to discuss the impact of the contracting out on Unit employees.

The EMPLOYER agrees to provide to the UNION copies of all information which would be available from the EMPLOYER under the Freedom of Information Act. The UNION must request in writing any information to be provided under this section.

An employee's right to pay and grade retention will not be affected because of training, details, or temporary promotions received by the employee.

It is agreed that government functions as defined by OMB Circular A-76 will be performed by government personnel.

Contracting out will not be used solely to meet personnel ceilings.

The EMPLOYER shall require that contractor personnel and equipment meet the requirements of applicable safety regulations incorporated in the contract.

ARTICLE 33 TRAVEL

Travel required and compensated in conjunction with an employee's official duties will be in accordance with the applicable portions of the Department of Defense Joint Travel Regulations. The EMPLOYER will not impose restrictions not within the Joint Travel Regulations.

Whenever possible travel will be rescheduled so employees may travel during their regular hours of duty and not on their own time.

When employees are required to travel by the EMPLOYER, consideration will be given to employee's desires with respect to the methods of transportation and the timing of travel. If the employee requests and receives approval

to utilize a means of transportation which requires him/her to be in transit longer than if the employee had used a different means, the employee will be in an annual leave or leave without pay status for the differences between the two.

The EMPLOYER agrees that unforeseen or unavoidable circumstances such as airline strikes, rail strikes, etc., may make it more advantageous to the Government for an employee to drive home by rental car.

When nonexempt employees are required to report to a TDY station on a 1 day trip at a time which corresponds to the commencement of their workday, they will be compensated at an overtime rate from the time they leave their official duty station until they reach the TOY station or commence work. When a nonexempt employee leaves from his/her residence to report directly to a TDY station, his/her normal commuting time between his/her residence or official duty station will be subtracted from his/her travel time to determine that amount of time if any, to be compensated at the overtime rate. When an employee is required to remain in a duty status until the end of the TDY stations workday or after, he/she will be compensated at the overtime rate until he/she reaches his/her official duty station.

The EMPLOYER agrees that normally employees will be given a travel advance if requested, before commencing travel.

The EMPLOYER agrees that travel claims will be paid/billed as soon as possible to the employee. (Employees who have two or more claims to be processed may request that they all be processed before he/she is sent a bill or check.)

When employees are sent a bill, a copy of the processed claim will accompany it, so the employee will have the opportunity to check it over before forwarding payment.

When employees are required to travel for the purpose of performing tests, a determination will be made as to whether the tour of duty encompasses standby duty. When the determination is affirmative, the employee(s) will be compensated in accordance with applicable regulations.

ARTICLE 34.

REDUCTION IN GRADE OR REMOVAL BASED ON UNACCEPTABLE PERFORMANCE

When an employee is performing at an unacceptable level the employee will be notified in writing of his/her unacceptable performance to date, of the Critical Elements and Performance Standards for his/her position, of the action that must be taken by him/her to improve his/her performance to an acceptable level, and of the assistance that will be provided by the EMPLOYER to help the employee so improve his/her performance. The employee will be given a reasonable time, normally 60 days in which to bring his/her performance to an acceptable level. At the end of this period, the employee will be reevaluated and informed in writing of his/her performance. If the performance has not improved and adverse action is necessary, the EMPLOYER will give

the employee a written notice of the proposed action, setting forth in detail the basis for the action. The employee will be given two copies of such notice and advised that he/she may give a copy to a representative of his/her choosing. The employee will have 20 days in which to respond to the proposed action.

The period for replying to a notice of proposed action or grieving or appealing a notice of final decision may be extended for an additional ten (10) days when requested in writing by the employee or her/his designated representative for valid reasons.

In no case may a decision to take action be based on matters not stated in the proposed action.

Performance Standards and critical elements shall be valid and job related and shall permit objective and accurate evaluations of performance. Performance Standards will be applied in a fair and equitable manner. The EMPLOYER will thoroughly discuss the critical elements and performance standards with the employee in an attempt to insure that they are fully understood.

An employee who believes that he has been adversely affected by application of a performance standard may raise the issue of whether the performance standard, as applied to the employee, is fair and reasonable in any grievance proceeding or arbitration concerning the matter.

ARTICLE 35

GENERAL PROVISIONS

The EMPLOYER shall have the right to temporarily assign without loss of pay and/or grade an employee who is partially disabled to a vacant bona fide position within the appropriate unit that the employee is capable of performing when the injury is such as to prevent the employee from the full performance of his/her position of record, until the employee is capable of the full performance of his/her official position.

The EMPLOYER agrees to print sufficient copies of the AGREEMENT for distribution to all employees of the UNIT and for the UNION.

The EMPLOYER will supply the UNION with a copy of each newly issued NAVSPASUR INSTRUCTION. The UNION will provide the EMPLOYER with a copy of each issue received of the Government Standard.

The EMPLOYER will make a reasonable effort to maintain adequate ventilation, heating and cooling of buildings affecting employee's health, within the confines of the parameters of the Nation's energy policies.

The EMPLOYER agrees to maintain adequate sanitary and washroom facilities.

The EMPLOYER will inform the UNION of new career or career-conditional employees who have entered on duty into permanent positions within the Unit.

These employees will be provided a copy of the Agreement upon processing in and will be informed of the UNION recognition and of his/her right to join or not to join the UNION.

35.6 The EMPLOYER will furnish transportation to an employee's domicile or hospital facilities for an employee on the advice and decision of the Medical Officer that a medical emergency exists unless the employee elects to use his own transportation

35.7 When employees are required to work beyond their normal workday without prior notification, the supervisor will make arrangements for the employee's family to be notified if requested by the employee,

35.8 If an initiative develops to charge parking fees at NAVSPASUR, Dahlgren, the EMPLOYER will notify the UNION immediately. The EMPLOYER agrees to negotiate any proposals concerning paid parking presented by the UNION to the extent possible under law and government wide regulation,

35.9 The EMPLOYER agrees that administrative excusal may be authorized for UNION-sponsored training for UNION officers and stewards who are Unit members provided the training relates to matters within the scope of Title VII of P,L, 95-454, is of mutual benefit to both parties as determined by the EMPLOYER and the request(s) for such training is/are received by the EMPLOYER at least one month in advance. Such training of officers and stewards will not exceed 120 cumulative hours during a two calendar year period and no more than 40 hours may be used by one person during this period. It is understood that under no circumstances will overtime or any expenses be paid as the result of such training, and that there may be an occasion where an employee cannot be spared from his/her official duties for such training at a particular time. In those instances when a request has been denied, the UNION may request the Commanding Officer or his designated representative to review the decision.

35.10 When an employee's position description is developed under the Factor Evaluation System (FES), the employee and his/her supervisor will review the position description and make comments before it is forwarded to the Personnel Management Department.

35,11 An employee whose promotion has been approved at the Executive Officer level will receive his/her promotion within 15 working days of the approved/ effective date or he/she will be entitled to a written explanation for the delay if requested.

ARTICLE 36

DURATION OF AGREEMENT

36.1 This AGREEMENT shall remain in full force and effect for a period of two (2) years from the date of approval by the Secretary of the Navy.

36.2 At least sixty (60) but not more than one hundred and five (105) days prior to the expiration of this Agreement, the party desiring a new contract.