

National Federation of Federal Employees, Local Number 23 Contract

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Preamble

Pursuant to the policy set forth in Public Law 95-454, the following articles constitute an agreement by and between the Naval Air Warfare Center Aircraft Division Lakehurst, New Jersey hereinafter referred to as the “Employer” and the National Federation of Federal Employees, Local Number 23, hereinafter referred to as the “Union” and collectively known as the “Parties.”

Witnesseth

In accordance with the provisions of Public Law 95-454 and in consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound, hereby agree as follows:

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW, THEREFORE, the Parties hereto agree as follows:

Provision of the law and regulation

In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Article 1 Recognition and Unit Designation

1.1 Recognition and Unit Designation. The parties recognize that both negotiations and administration of all matters covered by this agreement and supplementary agreements are governed by Title VII of Public Law 95-454, and the provisions of applicable Federal rules and regulations. That said recognition is based on a grant of exclusive recognition to National Federation of Federal Employees, #23.

1.2 Units. This agreement is applicable to the Unit which is composed of all non-supervisory professional employees of the Naval Air Warfare Center Aircraft Division Lakehurst, New Jersey. Excluded are those employees in Units represented by:

- (a) National Association of Planners, Estimators, Progressmen and Production Controllers, Local No. 4.
- (b) International Association of Fire Fighters, AFL-CIO, Local F-114.
- (c) National Federation of Federal Employees, Local No. 284.

Also excluded from the Unit are management officials, supervisors, employees engaged in Federal personnel work other than those in a purely clerical capacity and employees holding confidential positions.

1.3 The Employer agrees to recognize the Officers, duly designated representative(s), and stewards of the Union. The Union will furnish the Employer (and maintain current) a listing of said Officers, representatives and stewards.

1.4 The Employer agrees to furnish the Union with a complete manpower listing when new listings are published. The current manpower listing will be made available to the Union for review upon request.

Article 2 Duration and Amendments

2.1 Effective Date and Term. This agreement shall remain in effect for three (3) years from date of approval by the Secretary of the Navy. At least 60, but not earlier than 105 days prior to the three-year maximum expiration date of this agreement and provided the agreement has not been terminated at an earlier date, representatives of the Employer and the Union shall meet for the purpose of commencing the negotiations of a new agreement. Should the Union's exclusive representation be challenged by the Employer or other employee organization, any negotiations shall be suspended pending resolution of such challenge.

2.2 Amendments and Supplemental Agreements. This agreement may be opened for amendment (see Article 4.1) or supplement (see Article 4.1 (k)) by mutual consent of the Parties and the need as evidenced by changes in law or regulation substantially affecting the terms and conditions of the agreement. Upon such mutual consent, the request shall be in writing and must be accompanied by a summary of the proposed amendment or proposed supplement. Representatives of the Employer and the Union shall meet within twenty-one (21) calendar days after receipt of such request to reopen the agreement for amendment and/or supplement, and negotiations shall be limited to those proposals covered in the summary. Agreement shall be

evidenced by written amendment and/or supplement duly executed by both Parties. Any amendment or supplement to this agreement is subject to approval by the Department of the Navy.

2.3 Termination of Agreement. This agreement shall be terminated on the date of its third anniversary; however, in order to maintain orderly labor management relations, the Employer and the Union agree to continue under the provisions of this agreement, with the proviso that the Parties are in the process of negotiating a new agreement. Termination of this agreement will not, in and of itself terminate the exclusive recognition granted the Union nor its right to the allotment of dues.

Article 3 General Provisions

3.1 Precedence. This agreement shall take precedence where there is a disagreement between this document and applicable NAVAIRWARCENACDIVLKE instructions, procedures, policies and practices. Parties agree that this agreement applies only to those professional positions within the Unit as defined in Article 1.

3.2 Relations Under the Agreement. The Parties pledge to conduct relations under this agreement in a professional manner. Both Parties agree to this language.

3.3 Communication. The Employer agrees to consult with the Union when information or directives are received prior to rendering a decision that would have a substantial impact on NAVAIRWARCENACDIVLKE Unit employees. The Union agrees to use its offices after consultation with the Employer, when so requested, to dispel unfounded rumors and promptly disseminate correct NAVAIRWARCENACDIVLKE information prior to any action.

3.4 The National Federation of Federal Employees, NFFE #23, will be placed on the mailing list to obtain surplus property through the normal procedures of the Defense Reutilization and Marketing Office.

Article 4 Definitions

4.1 Definitions. The following definitions of terms used in this agreement shall apply:

(a) **Dispute.** A disagreement between representatives of the Employer and the Union on the interpretation or application of the terms of the basic agreement. Disputes may be adjusted through the grievance procedure.

(b) **Consult/Consultation.** Oral or written discussions between representatives of the Employer and the Union for the purpose of obtaining the Union's views when formulating policies on matters of concern to employees of the Unit.

(c) **Grievances.** A grievance applicable under Article 15 of this agreement is a complaint relative to personnel policies, practices and matters affecting working conditions or requests for adjustments over the interpretation or application of this agreement.

(d) Impasse. The inability of the Employer and Union representatives to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

(e) Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to working conditions and personnel policies and practices to establish a labor-management contract.

(f) Union Official. Any accredited national representative of the Union, the duly elected officers of the NFFE #23, and duly designated shop stewards.

(g) Authority. Means the Federal Labor Relations Authority established by Title VII of Public Law 95-454.

(h) Amendments. Modifications to the basic agreement to add, delete, or change portions, sections or articles of the agreement.

(i) Supplement. An addition of new subject matter not previously included in the basic agreement.

(j) Employer. The Naval Air Warfare Center Aircraft Division Lakehurst.

(k) Union. National Federation of Federal Employees, #23.

(l) Federal Personnel Manual. Includes the Federal Personnel Manual and/or Office of Civilian Personnel Instructions.

(m) Confer. Meeting between the Employer and the Union to discuss matters affecting working conditions of employees in the Unit which may lead to negotiations.

(n) he/she, s/he. When either pronoun is used in contract language, it shall mean either/or.

Article 5 Employer Rights

5.1 The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to any and all conditions of employment, the Employer shall give due regard and consideration to the rights of the Union and Unit employees and to the obligations imposed by this agreement and the provisions of Public Law 95-454, Title VII.

5.2 Nothing in this agreement shall affect the authority of any management official of the Employer to determine the mission, budget, organization, number of employees, and internal security practices; and, in accordance with applicable laws and regulations;

(a) To hire, assign, direct, layoff, and retain employees of the Employer 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 Employer operations shall be conducted;

- (c) With respect to filing positions, to make selection for appointments from among properly ranked and certified candidates for promotion or from any other sources;
- (d) To determine 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; and
- (e) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

5.3 In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by the published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or (as provided for under the provisions of 5 USC 7117) authorized by the terms of a controlling agreement at a higher agency level.

Article 6 Employee Rights

6.1 Employees shall have the right freely and without fear of penalty or reprisal, to form, join and assist a lawful labor organization, or to refrain from such activity. The Parties agree that no interference, restraint, coercion or discrimination shall be practiced within the unit to encourage or discourage membership in any labor organization. Employees are not authorized under Public Law 95-454, Title VII to assist a labor organization or participate in its management or represent it, if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

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

6.3 The Employer shall not discipline or otherwise discriminate against any employee because s/he has filed a complaint or given testimony under Public Law 95-454, Title VII.

6.4 It is mutually agreed by the Parties to inform the applicable employees or personnel impacted by the terms of this agreement to insure effective administration thereof.

Article 7 Union Rights

7.1 National Federation of Federal Employees, #23, has the exclusive right to represent all employees in the exclusive Unit as follows:

- (a) To negotiate a labor-management agreement, amendments or supplements thereto in accordance with Title VII, Public Law 95-454.
- (b) To consult and/or negotiate, as appropriate with the Employer on appropriate matters

as defined and/or as required in the Civil Service Reform Act, Title VII, after the signing of the labor-management agreement and throughout the duration of such agreement.

7.2 The employer will recognize a total number of stewards, not to exceed two per department, for departments having Unit employees. Stewards so designated will review and investigate employee complaints or grievances arising in their department. The local steward will handle the grievance at least up to Step 1 of the grievance procedure. Stewards will request, from their immediate supervisor, time off from their duties to meet with the grievant. The steward shall call the grievant's supervisor to ensure the grievant can be released from his/her work area, prior to leaving his/her work area. When both the grievant and steward can be released, the use of the NAVAIRWARCENACDIVLKE Negotiated Grievance Procedure form will be utilized and such release time will be charged to the proper labor relations cost accounting number used while handling the employees grievances. In the event such approvals cannot be granted, the supervisors in question shall jointly confer and advise the steward of the earliest possible time that the grievant and steward can be released. The time limit on filing grievances shall be adjusted, if necessary, to exclude time delayed because steward or grievant could not be released when first requested.

7.3 Designation. Management will recognize the right of representation of the officers and duly designated representatives of the Union and shall be kept advised, in writing by the Union, of the names and titles of its officers and representatives. Union officials who are not employees of NAVAIRWARCENACDIVLKE shall be admitted to NAVAIRWARCENACDIVKLE upon request to the NAES Labor Relations Officer by the Union. Request shall include all persons, places (buildings, etc.) the representative wishes to visit.

Article 8 Appropriate Matters for Negotiations and Consultations

8.1 Matters appropriate for negotiation and consultation between the parties are personnel policies, practices and matters affecting the working conditions so far as may be appropriate under applicable law and regulation relating to the conditions of employment of employees in the Unit. The Parties agree that negotiations shall only take place based on specific Union or Employer's written requests. Such negotiations may lead to a written, signed agreement between the Parties. The Parties agree that the Employer shall consult with the Union on appropriate matters as defined in Title VII of Public Law 95-454 after signing of a labor-management agreement and through duration of this agreement.

8.2 The Employer agrees to forward to the Union, written proposed changes to personnel policies and practices or written policies that propose changes to working conditions. These proposals shall be forwarded to the Union when the distribution is made to Command departments for comments. The Union will notify the authority preparing the proposed change of any desire to consult on the proposal. Such notice to consult by either the Employer or Union shall allow reasonable time for the other party to prepare for the consultation.

Article 9 Safety and Health

9.1 The Employer will seek to provide and maintain safe working conditions for employees. The

Union will cooperate to that end and will encourage all employees to work in a safe manner.

9.2 The Employer agrees to consider all recommendations of the Union relative to basic policy on safety and health.

9.3 The Union will cooperate in efforts to promote safety and health and will encourage employees to work safely and report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Each supervisor within his/her authority, will initiate prompt action to correct any unsafe or unhealthy condition reported to him/her or observed by him/her that has been confirmed as unsafe or unhealthy by the NAVAIRWARCENACDIVLKE Safety Officer.

9.4 Protective Clothing and Equipment. The Employer agrees to furnish protective clothing and equipment and safety devices, such as hard hats, safety goggles or shields, hearing protection devices, whenever, in the opinion of the Safety Officer, it is required. The Union agrees that employees will be required to utilize protective clothing and devices, where such has been provided by the Employer. The Union agrees that it shall be the responsibility of the employees to attire themselves appropriately for their work assignments.

9.5 Environmental Conditions. When harmful conditions are discovered, they shall be reported immediately to the immediate supervisor who will try to resolve the problem prior to contacting the NAVAIRWARCENACDIVLKE Safety Officer. A determination will be made of the conditions and the action to be effected to make the conditions safe and uninjurious to health if any action is required. The Employer will determine that adequate light and ventilation is provided in accordance with current CNO/NAVFAC standards. The Employer agrees to consider input from the Union regarding perceived or real environmental problems in any building in which bargaining unit employees are required to work.

9.6 On-the-Job-Injury. The Union agrees that employees are required to immediately report all injuries which occur, no matter how slight, to their immediate supervisor. The immediate supervisor, or other delegated official, will issue the employee a "Dispensary Permit," NAEC 12810/1 and the employee will report immediately to the dispensary for administrative purposes, observation and/or treatment, or employees may request to see their own physician, as applicable. In all cases, the employee shall not, except in emergency, leave the Center prior to effecting a Form CA-1 or prior to obtaining a Form CA-16 if the employee chooses treatment at a hospital. The Employer agrees to process and forward documentation required of the Employer when an

employee sustains an on-the-job injury and elects to file a claim. The Injury Compensation Program Administrator (Code 737200B) agrees to meet with the injured employee and his/her representative, if requested.

9.7 Ambulance Service. Ambulance service to seriously injured and first aid to injured employees, will be provided by the appropriate Naval facility. The Employer will make arrangements to have an employee who is incapacitated due to illness or injury, while in a work status, returned to his/her home when the employee is not capable of driving.

Article 10 Hours of Work

10.1 The Parties agree that the basic work week shall consist of five (5) eight (8) hour days scheduled Monday through Friday. The standard work day shall consist of eight (8) hours of work, plus a non-paid lunch break.

10.2 The Employer may change work shifts, hours and work days for employees as a result of work requirements, in accordance with the provisions of the Federal Personnel Manual.

10.3 It is agreed and understood that employees shall be at their assigned work sites ready to commence work at the scheduled starting time. No employee in the Unit shall be required to perform any work or duty before or after his scheduled work hours without overtime pay or compensatory time for such work or duty in accordance with the provisions of the Federal Personnel Manual.

10.4 The Parties agree that the professional employee's work assignment(s) many times call for a very flexible work schedule, that the type of last minute and changing work assignments require work schedule changes of varying times and lengths; that it may be necessary to have this flexibility to insure successful completion of the Command's mission. The Parties also agree that it is necessary for the professional employee to receive all the considerations the Employer can provide in keeping them informed of any major shift or work week change, therefore, the Employer will consult with the Union prior to changing the present or future policies governing employees work week schedules.

Article 11 Work Practices

11.1 Work Practices. The Employer agrees to consider the views and recommendations of the Union concerning work practices.

11.2 Performance Ratings. Performance ratings shall be in accordance with current applicable instructions and the Federal Personnel Manual and shall be used to improve the quality of work and performance through fair appraisals of employee performance. The Parties agree that performance appraisals are an excellent means of strengthening supervisor-employee relationships. It is further agreed that a proper use of employee performance evaluation is to determine the need for providing the employee with help and/or training. Where employee performance is deficient, the Employer shall make reasonable effort to improve the employee performance through constructive assistance prior to taking administrative action against an employee; however, it is incumbent on the employee to continue to improve over a period of assistance to meet the expected standards.

Article 12 Merit Promotion

12.1 The Parties agree to abide by the terms of NAECINST 12335.1.

Article 13 Position Description

13.1 The Employer, upon request, agrees to consult with the Union when it has been determined that a member of the Unit will be reclassified to a lower grade as a result of his position description.

13.2 Any employee in the Unit who feels that his position is improperly classified, may appeal his position classification under the appropriate provisions of the Federal Personnel Manual. Members of the Unit are entitled to Union representation if so desired by the employee.

13.3 Any employee in the Unit who feels that his position description does not accurately reflect the duties assigned to him/her shall discuss this with his/her supervisor and, upon mutual agreement, any required amendment/redescription shall be submitted in accordance with appropriate regulations.

Article 14 Disciplinary Actions

14.1 The purpose of disciplinary actions (letter of reprimand and suspension up to 14 days) are to correct rather than punish an offending employee, to maintain discipline and morale among other employees, and to promote the efficiency of the organization. The Parties agree that the penalty imposed will be one that can reasonable be expected to correct the employee.

14.2 Prior to initiating above actions against an employee, a preliminary investigation of inquiry will be made by the immediate supervisor or other cognizant official to be assured of the facts in the case. If the findings of the investigation indicate that action appears to be warranted, a discussion will be held with the employee if he/she is in a duty status, prior to the issuance of a letter of reprimand or proposed action. If the employee so desires, he/she may be accompanied to this discussion by his/her Union steward. The only people present at this discussion shall be the affected employee, the Union steward, the supervisor requesting the action, the official having the authority to initiate the action or his/her designee and an administrative assistant. If the Employer decides to propose disciplinary or adverse action, the employee will receive notification after the investigative discussion is concluded. The Employer further agrees that disciplinary/adverse actions will only be taken for just cause.

14.3 Employees are entitled to the grievance procedure specified under Article 15. However, it is agreed to by the Parties that a grievance involving formal discipline will be submitted to the supervisory level that signed the decision regarding the discipline/adverse action letter.

Article 15 Negotiated Grievance Procedure

15.1 This Article provides a procedure for processing Unit employee's, Union or Employer grievances regarding the interpretation or application of this agreement. The following procedure shall be the sole and exclusive procedure available to the parties and employees in the Unit for resolving grievances, except those items listed as an exclusion in 15.3 of this agreement. Unit employees, while processing a grievance through this procedure, if represented, must be represented by the Union, National Federation of Federal Employees, #23; except, any employee or group of employees in the Unit may present a complaint regarding the interpretation or application by the Employer, without intervention of the Union, as long as the adjustment is not inconsistent with the terms of this agreement and the Union has an opportunity to be present at

the adjustment. The presentation of such complaints must be initiated within fifteen (15) calendar days of the act or circumstances which gave rise to complaint or within fifteen (15) days of the date that the employee became aware of the act or circumstances which gave rise to the complaint.

15.2 Effective administration of labor-management relations includes provision for employees and their representatives to be provided with reasonable time to present their grievances on official time. This opportunity will be an integral part of the day-to-day relationship between employees, the Union and Management. The right to redress grievances is a right of the individual employee, group of employees, the Union or the Employer. The Union or the Employer has the right to process a grievance provided prescribed procedures are utilized. The Employer agrees that the initiation of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization. When an employee or group of employees has a grievance to process, they must notify their immediate supervisor(s). Where there is a group grievance, the grievant will designate, in writing, to the Labor Relations Officer, the name of the Spokesperson designated to present and process the grievance. The immediate supervisor(s) will give permission for a meeting between the employee and the Union representative at the time, or no later than two (2) workdays after the request. Union or Employer initiated grievances will be first presented at Step III of the following procedure. The Labor-Management NAVAIRWARCENACDIVLKE Negotiated Grievance Procedure form will be used to record the job number and the time spent by employee(s), Union representative(s) and supervisor(s) in processing complaints within this agreement.

15.3 Summary of Typical Matters Excluded from Grievance Procedure and Arbitration. This grievance procedure does not apply to:

- (a) Those matters excluded by 5 USC section 7121(c), i.e., any grievance concerning:
 - (1) Any claimed violation of 5 USC Chapter 73, subchapter III related to prohibited political activities;
 - (2) Retirement, life insurance or health insurance;
 - (3) A suspension or removal for reasons of national security;
 - (4) Any examination, certification, or appointment; or,
 - (5) The classification of any position which does not result in the reduction of grade or pay of any employee; and,
 - (6) Termination of probationary employees, termination of term/temporary employees on or before the expiration date of appointment;
 - (7) A violation of reemployment rights;
 - (8) A violation of military restoration rights;
 - (9) A salary retention decision as a result of downgrading;
 - (10) Loyalty cases;
 - (11) Internal security;
 - (12) Injury compensation.

15.4 The following procedure shall be followed in processing grievances:

Step 1. The grievance shall be initiated in writing at the lowest appropriate supervisory level within fifteen (15) calendar days from receipt of an unfavorable administrative decision or

the date of occurrence of the event or action giving rise to the grievance, whichever is later. An earnest effort will be made by the Parties to resolve the grievance by a thorough discussion of the problem. In any case, the supervisor shall determine the facts and shall give his decision orally, normally within five (5) work days after the discussion, but no later than fifteen (15) calendar days.

Step 2. If Step 1 decision is unacceptable to the grievant, the employee may submit the grievance to the appropriate Department Head in writing, within six (6) work days after receipt of the Step 1 decision. The Department Head or his/her designated representative shall determine the facts and render his/her decision in writing within ten (10) work days after receipt of the grievance.

Step 3. The Employee or their representative, may submit the grievance to the Commanding Officer within six (6) work days after receipt of Step 2 decision. The Commanding Officer or his designated representative shall determine the facts and render his/her decision in writing within ten (10) work days after receipt of the grievance. In the case of Union or Employer initiated grievance, the presentation of such grievance shall be directed to the Commanding Officer or the Union President, respectively. All stated time frames shall apply.

Step 4. If Step 3 decision is unacceptable, the grievance may be referred to binding arbitration by the Union or the Employer in accordance with the provisions of Article 16.

Article 16 Arbitration

16.1 Arbitration shall be invoked only on the written request of the Union or the Employer within fifteen (15) calendar days after receipt of an unsatisfactory decision from Step 3 of the Negotiated Grievance Procedure.

16.2 Selection of Arbitrators. Within five (5) work days from the date of receipt of a valid arbitration request, the party requesting arbitration shall request Federal Mediation and Conciliation Services to submit a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within three (3) work days after receipt of such a list to select an arbitrator. If they cannot agree upon one of the listed persons, a coin shall be flipped and the winner shall have first strike. In this manner, the Employer and the Union shall each strike an arbitrator's name from the list of seven (7) and shall repeat the process until one name remains and the remaining name shall be the duly selected arbitrator. The arbitrator's fee and expenses shall be borne equally by the Parties.

16.3 Issues for Arbitration. The Parties, prior to submitting an arbitration request, shall meet and attempt to reach written agreement on the issue(s). If the Parties cannot reach agreement on the issue(s), each Party shall provide the other, in writing, a copy of their issue(s) within five (5) work days of the above meeting. Each Party shall provide the other with a complete list of witnesses to be called to testify at the arbitration. Names of witnesses and the written issues will be provided to the arbitrator.

16.4 Hearing. The arbitration hearing will be held during regular day shift hours of the basic workweek, unless Parties mutually agree to extending the work day. The Union President, the Employer's representative and the aggrieved employee and Parties' witnesses, who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty

without loss of pay or charge of annual leave while participating in arbitration proceedings. Witnesses will be called as required to give testimony. Witnesses will only be in the hearing room while giving testimony.

16.5 Time Limits. The arbitrator will be requested to render her/his decision and remedy to the Parties as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless Parties agree otherwise.

16.6 Arbitrator's Authority. The arbitrator shall have the authority to interpret the terms of this agreement. S/he shall have no authority to add or modify any terms of this agreement. S/he shall not have the authority to decide matters in this agreement involving the interpretation or application of regulation of higher authority, regardless of whether such policies are quoted, paraphrased or cited in the agreement. In arbitrating a grievance or an appeal from an adverse action, the arbitrator shall have no authority to substitute her/his judgment as to the reasonableness of any practice, rule or regulation of the Employer. Within twenty (20) calendar days from receipt of service of the arbitrator's award, the Parties to the arbitration will notify each other, in writing, whether or not they are filing for an exception to the Federal Labor Relations Authority. An exception to the arbitrator's award must be filed with the Federal Labor Relations Authority within thirty (30) calendar days following the date of the award. When the issue(s) require, or the arbitrator/party or parties request that the work site be visited and such is accomplished, the arbitrator shall, in her/his conclusions, outline what s/he has seen at the work site and to what extent, if any, the exposure to work site had on the decision.

16.7 Questions that cannot be resolved by the Parties as to whether or not a grievance is a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement, will be referred to the arbitrator for a decision.

Article 17 Overtime

17.1 When overtime is required, employees assigned to such duties will normally be the ones assigned to perform the overtime. Care will be observed to insure that employees performing this work during normal hours receive consideration for such overtime work.

17.2 When overtime assignments are necessary, efforts will be made by the Employer to distribute overtime equitably and fairly among employees keeping in mind the skills and qualifications the Employer determines are necessary to perform the overtime work. When possible, consideration will be given to those volunteering to work the overtime. Overtime work will only be assigned consistent with the requirement of the work efforts, productivity and monetary constraints of the command.

17.3 Overtime Compensation. A non-exempt employee shall not be allowed to work overtime without pay or compensatory time. Employees shall be compensated by overtime pay or compensatory time in accordance with the provisions of the applicable laws and/or regulations.

Article 18 Excused Absences

18.1 Union Representation. Upon mutual agreement of both Parties, Union representatives will be excused without charge to leave or loss of pay, to receive information, briefings, and orientations when such subjects are in the mutual interest of both Parties. Such release time will be recorded on Labor-Management NAEC Release Form #12771.2.

18.2 Voting on Election Day. Polls for general elections are open from 7:30 a.m. to 8:00 p.m.; therefore, most employees will have sufficient time after working hours to cast their ballots. When this is not possible, an employee may be excused for the time needed to enable her/him to vote, depending upon the particular circumstances in her/his case, but not to exceed a full day. An employee whose place of voting is beyond normal commuting distance and voting by absentee ballot is not permitted, the Employee may be granted sufficient time not to exceed one day in order to make that trip to the voting place to cast her/his ballot.

18.3 Unusual Conditions. The Employer may grant excused absence to employees who are prevented from working, providing reassignment is not possible, due to interruptions or suspension of normal work operations due to extreme weather conditions, equipment breakdown, fires, floods, or other natural phenomenon in accordance with provisions of the Federal Personnel Manual. The Employer retains the right to grant excused leave.

Article 19 Annual Leave

19.1 The Employer shall insure that employees in use or lose status shall schedule said leave to preclude its forfeiture.

19.2 An employee may request reconsideration of any request for annual leave disapproved by the Employer. The employee may have her/his Union representative in attendance at such request. If a representative is present, the immediate supervisor may have another person present. The Employer shall advise the employee of the reasons for the disapproval of the annual leave request.

19.3 Request for annual leave, other than vacation request will be processed by the appropriate management official in accordance with NAEC Leave Policy 12630 and the Federal Personnel Manual.

Article 20 Court Leave

20.1 In the event an employee is summoned for jury duty or jury qualification, or subpoena as a witness for the Federal, State or Local Government, they shall be paid at their basic rate for the time required from his/her normal work schedule to perform such duties. Such time shall be limited to the time necessary. Any fees received from the court for the performance of such duty shall be delivered to the Employer together with evidence of time served on such duties.

20.2. (a) Court and witness leave may be granted only to employees who are required to be attending court either as witness or for jury duty in accordance with the following court guide.
(b) When an employee is called as a court witness to testify in her/his official capacity, whether on behalf of the U.S., state or local government or on behalf of a private party, s/he is in

an official duty status as distinguished from a court leave status. Court leave applies to jury service in a U.S., D.C., state or local court. Court leave also applies to employees who appear as unofficial witnesses on behalf of the state or local government or a private party in connection with any judicial proceedings to which the U.S., D.C., state or local government is a party.

(c) An employee subpoenaed for jury duty shall submit the summons to her/his supervisor. The supervisor, in accordance with the information contained in the summons, shall complete NAEC Form 12630/6, in triplicate up to and including PART I (Forms may be obtained from Payroll Division, Comptroller Department, Code 10122, Building 120). Upon reporting for jury duty, the employee shall submit the three (3) copies of the NAEC 12630/6 to the Clerk of the Court, who will complete the forms and return them to the juror when her/his jury duty is complete. The employee, upon return to work, shall submit three (3) copies of NAEC 12630/6, plus jury fees received, to the Accounting Officer, Comptroller Department, Building 120. The Comptroller General has ruled that the jury fee must be the gross amount received, and that the employee must refund any money deducted for city wage tax. In cases where time and travel permit and where no hardship results, an employee on jury duty who is excused for one day or a substantial portion thereof, will return to work or be charged annual leave for the time not actually spent on jury duty. Leave Chart attached.

Article 21 Leave Without Pay

21.1 Employees may be granted leave without pay in accordance with the provisions of the Federal Personnel Manual when such leave without pay is warranted and workload and other considerations permit. Leave without pay will be granted only if there is a reasonable expectation that the employee will return to duty at the end of the approved period and when it is apparent that at least one of the following benefits will result:

- (a) Improved performance capability;
- (b) Protection or improvement of employee's health;
- (c) Retention of a desirable employee as judged by the Employer.

21.2 An employee may be granted annual leave or leave without pay in cases of death in his/her immediate family.

21.3 Employees pursuing formal self education improvement may be granted leave without pay for periods of up to one year in a single application, as approved by the Employer.

Article 22 Sick Leave

22.1 Employees shall accrue sick leave in accordance with applicable regulations as covered in the Federal Personnel Manual.

22.2 Sick leave shall be granted employees when they are incapacitated for 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 the employee is required to render personal care or the employee is properly quarantined under conditions outlined in the Federal Personnel Manual.

22.3 An employee who is absent because of sickness shall notify his/her supervisor or other appropriate supervisor, within two (2) hours of the employee's starting time on the first work day of his/her absence. If the illness lasts longer than five (5) consecutive work days, a notice will be given on the sixth day and every sixth day thereafter that the illness continues. If the illness is of a nature requiring extended confinement, this requirement may be waived at the discretion of the Employer.

22.4 Request for sick leave for medical, dental or optical examination or treatment shall be submitted on SF 71, with the address of the attending physician or practitioner listed in the space entitled remarks, for tentative approval prior to the beginning of the leave. Leave may be granted with consideration to workload and other pertinent factors. Employees shall be required to complete SF 71 including having the form signed by the physician or practitioner. SF 71 will be given to immediate supervisor the next work day after treatment or examination.

22.5 Employees shall not normally be required to furnish a medical certificate to support an application for sick leave of three (3) work days or less. Periods of absence on sick leave in excess of three (3) work days of continuous duration must be supported by a medical certificate or back of SF 71 to be completed by a physician certifying the reason for absence to be filed after the return to duty. Whenever it is impracticable to obtain a medical certificate, a signed statement from the employee indicating the nature of the illness and the reason why medical certificate is not furnished may be acceptable. All requests for sick leave, other than those conditions listed in 22.4 will be submitted on SF 71 to the immediate supervisor within two (2) work days after the employee returns to duty.

22.6 The Employer agrees to advance sick leave in accordance with applicable regulations to employees who are incapacitated for duty because of serious illness or disability, provided:

- (a) The maximum advance sick leave for career and career-conditional employees shall not exceed 30 days.
- (b) There is a reasonable evidence, substantiated by a statement from the medical officer or competent medical authority, that the employee will be capable of returning to work and fulfilling the full scope of his/her duties.
- (c) Sick leave will not be advanced to an employee known to be contemplating separation by retirement or resignation.
- (d) That all accumulated sick leave, accumulated annual leave, and accumulated compensatory time will be used prior to the approval and use of advance sick leave.
- (e) The amount of sick leave to be advanced will not exceed the value of the employee's retirement fund. Consideration will be given on an individual basis to request for advance sick leave. Requests for advance sick leave will be limited to fifteen (15) days per each request. However, at no time can sick leave owed by the individual exceed thirty (30) days.
- (f) Sick leave will not be advanced to an employee known to be contemplating any type of separation, or to an employee not under the Civil Service Commission Retirement System.

Article 23 Employee Development

23.1 The Parties agree that training, development and career planning for employees is of mutual concern. The overall objective of such endeavors is to contribute to a competent work force of

employees.

23.2 The Employer agrees to record Government sponsored or approved training accomplished in the employee's Official Personnel Folder. This does not relieve the employee of his/her individual responsibility to maintain his/her personnel folder current and complete and to fully reflect his/her total employment experience, training, and education. The Union agrees to encourage employees to review personnel folders to assure that training records are accurately recorded.

23.3 The Employer agrees to consider the reimbursement of expenses incurred by employees in attendance at work-related training courses on their own time. Employees desiring to enroll in non-government facilities shall submit a memorandum of request via her/his division director at least thirty (30) days prior to the registration date, and the Employer shall reply within seven (7) day prior to the registration date. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

Article 24 Reduction in Force

24.1 The Employer agrees to make every effort to avoid or minimize a reduction in force (RIF) in the unit. If a RIF affecting Unit employees becomes necessary, the Employer agrees to advise the Union of the decision as soon as the authority is given the Employer. Employer agrees to meet and discuss the details of the RIF, such as number, kinds and locations of positions, positions to be abolished and the directive requiring the RIF prior to notices being forwarded to employees.

24.2 Office of Personnel Management (OPM) and agency regulations covering RIF procedures for employees in the competitive service will be utilized by management in carrying out their responsibilities throughout the RIF process. The Union, after being notified that the RIF procedures are prepared, may review these procedures. Such reviews, when requested, will be completed and comments submitted within five (5) work days of notification to the Union. The Union may suggest any change(s) to the Employer or request negotiations when negotiations are required by Title VII of Public Law 95-454. Additional time for the review may be requested by the Union. This review will be completed prior to the implementation of any management decision concerning the RIF. The examination by the Union of all applicable retention registers and the Union's right to inform management of any problem or question arising out of this review is agreed to.

24.3 When a Unit employee receives a RIF notice, he/she shall be permitted to review the appropriate regulations and the retention register pertinent to his/her case. The affected Unit employees shall have the right to Union representation and/or assistance in pursuit of his/her rights under RIF.

24.4 The Employer will meet with representatives of the local union for the purpose of receiving Union comments to drafting a letter requesting the Office of Personnel Management to approve early-out retirement. The employees' Official Personnel Folder will be made available for review by the Union when the employee authorizes this review by submitting a signed and dated statement to Code 737000B, Building 120.

24.5 While not binding provision, the following is stated for informational purposes: the NAVAIRWARCENACDIVLKE, Lakehurst, is designated as one competitive area. Each additional Naval Air Warfare Center Aircraft Division, Lakehurst duty station is a separate competitive area, except those employees whose position require a written mobility agreement are in the Naval Air Warfare Center Aircraft Division Lakehurst competitive area.

24.6 The Employer agrees to minimize the impact of any RIF through consideration of the use of attrition and filling vacancies (where determined by management) to the extent practicable with qualified employees who might otherwise be affected by RIF. When more than one family member works at the Center in the same occupational series, consideration will be given to the request of one to be RIFed in lieu of the other.

24.7 In the case of employees demoted as a result of RIF, the Employer agrees to give priority consideration to such employees whose previous performance immediately preceding demotion was satisfactory. The Employer agrees to maintain this priority consideration for two (2) years from the date demoted.

24.8 Employees who are to be separated will be provided assistance under the Priority Placement Program (PPP) in finding another job.

Article 25 Civic Responsibility

25.1 The Employer and the Union agree that approved charity drives shall be given maximum support.

25.2 An employee who does not wish to contribute to a charity drive shall not be subjected to coercion or reprisal by the Employer or the Union to contribute. Normal and reasonable attempts on the part of keyperson or other designated representative to solicit participation of the employee shall not be interpreted as coercion.

25.3 The Employer and the Union agree that no rights or privileges that would otherwise be accorded to any employee in the Unit will be withheld, or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

25.4 A list of names of employees that identifies contributors to charity campaigns will not be kept due to the voluntary nature of the campaign except those lists kept by keyperson or other designated representatives, which are required in the normal execution of the charity drive.

Article 26 Facilities and Publicity

26.1 The Employer agrees to provide printed copies of this agreement to Local Union Officials, plus fifteen (15) copies. Other copies may be printed at the discretion of the Employer.

26.2 Bulletin Boards. The Employer will make a reasonable amount of space available to the

Union on the unofficial bulletin boards. When requested by the Union, the Union may post notices of labor meetings, recreational or social affairs, elections, the results of elections, or other appropriate literature. Such notices must have the approval of the appropriate management official in the area prior to the posting. Such posting will only be done during the non-duty hours.

26.3 Conference Room. The Union will be permitted to utilize Naval Air Warfare Center Aircraft Division Lakehurst Conference Room, when available and not scheduled for official Naval Air Warfare Center Aircraft Division Lakehurst business, for discussion between Unit employees and a Union official. The Union official when desiring to use a conference room shall be responsible for contacting the person(s) who schedule the use of such rooms.

26.4 Mail Service. The internal mail service of the activity shall be available for reasonable use by the Union for official communications between the Union officers and members of the Unit. However, this shall not be construed to mean mass mailings to the membership of general announcements which will normally be posted on bulletin boards provided under **Section 26.2**.

26.5 Union Business. The Employer agrees to give the Union notice of Application for Membership talks and their locations by other labor organizations when authorized by the Employer during a challenge period.

26.6 The Employer agrees to list the Union Office phone number in the Naval Air Warfare Center Aircraft Division Lakehurst telephone directory at the time of each update and publishing of the directory

26.7 The Employer agrees that, on a reasonable basis, the Union may utilize the Naval Air Warfare Center Aircraft Division Lakehurst Air Scoop as a vehicle for communication of items of interest to the bargaining unit, subject to the editorial policy and approval of the Commanding Officer or her/his designee.

26.8 Energy Conservation. The Employer and the Union mutually agree that activity employees in the unit will be encouraged to participate in energy conservation programs.

Article 27 Reports, Listings, and Instructions

27.1 The Employer agrees to place the Union on the Naval Air Warfare Center Aircraft Division Lakehurst distribution list to receive a copy of Naval Air Warfare Center Aircraft Division Lakehurst instructions and notices, signed by the Commanding Officer that are pertinent to civilian personnel, and other matters affecting the working conditions of Unit employees. The Federal Personnel Manual shall be available in the Personnel Office for use by all Unit members by appointment. The Union shall be responsible for the maintenance of their own files of Naval Air Warfare Center Aircraft Division Lakehurst issued instructions and notices.

Article 28 Parking Facilities

28.1 Parking spaces shall be assigned in accordance with NAEC instruction 11200.1.

Article 29 Dues Withholding

29.1 The Union agrees to purchase SF 1187, “Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues,” and furnish them to members desiring to authorize an allotment for withholding of dues from their pay.

29.2 The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187 and SF 1188.

29.3 The Union hereby agrees that the Secretary-Treasurer will certify on each SF 1187 that the employee is a member in good standing in the Local and will insert the amount of dues to be withheld.

29.4 The Union agrees that the Secretary-Treasurer is responsible for submitting the completed SF 1187 to the Human Resources Department (HRD), Code 723.

29.5 A “Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization Dues” (SF 1187) will be used to request and authorize an allotment of pay. The SF 1187 will be properly executed by the employee and submitted to HRD, Code 723, via the President of the Union, or his designated representative. The form shall be certified and dated by Union representatives. The HRD, Code 723, shall transmit the properly executed SF 1187 to Code 10, who shall withhold the dues. If the properly executed SF 1187 is submitted to Code 723 twelve (12) work days before the close of the pay period, the deduction will be included in the pay period.

29.6 The President of the Local hereby agrees to immediately notify, in writing, the HRD, Code 723 and Code 10 of any change in name and/or address of the Secretary-Treasurer of the Local.

29.7 The Union will promptly notify Code 10 via the HRD, (Code 737) in writing, when a member of the Local is expelled or ceases to be a member. Code 10 will take action to terminate the deduction.

29.8 The Employer hereby agrees to have the payroll servicing officer prepare a bi-weekly remittance check at the close of each pay period for which deductions are made. The check will be for the total amount of dues withheld for the pay period, drawn to the Order of National Federation of Federal Employees, #23, and forwarded to P.O. Box 1216, Naval Air Warfare Center Aircraft Division, Lakehurst, NJ.

29.9 The Employer agrees to submit with the remittance check, a positive listing of members and the amount withheld. The Employer agrees to reply, within a reasonable period of time, to inquiries from one duly elected officer of the Local, concerning the status of a member’s allotment.

29.10 A member may voluntarily revoke his/her allotment for the payment of dues at any time by submitting a completed SF 1188, “Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues.” Other written notification of revocation signed by the member will be accepted by Code 737 when warranted by extenuating

circumstances. After receipt of such notice by Code 723, revocation, in any case, will not become effective until the first full pay period following March 1. The only exception to this once-a-year revocation period shall occur when employee, who for the first time elects dues withholding, and within one year decided to revoke this assignment. In such a case, the effective date of revocation shall be the anniversary date of the dues withholding authorization. The HRD, Code 737, will provide the local appropriate notification of the revocation. The duplicate copy of Notice to Revocation, when completed by the member, will be used for this purpose. The employer recognizes the Union's right to change the amount of allotment not more than twice in any twelve (12) month period and, therefore, agrees to implement such change after notification.

Article 30 Membership Recruitment Activity

30.1 Upon written request from the Union, the Employer shall authorize semi-annual membership recruitment campaign for a ten (10) work day period on the premises. All recruitment activities shall be during non-working hours. A copy of literature to be used will be given to Code 723 prior to start of membership drive. All Union officials will be subject to all security regulations.

Article 31 Holidays

31.1 Employees not required to perform assigned duties shall be excused from work to observe holidays on those days which are designated as holidays by appropriate laws, executive orders, and regulations. The Employer retains the right to require the services of employees on holidays for the performance of work. Employees working on such holidays shall be entitled to such holiday pay in accordance with appropriate laws, executive orders and regulations.

32.2 The Employer agrees to have a policy for employees to observe a religious holiday associated with their religious faith.

Article 32 Travel

32.1 When travel is required as a part of employee's assignment, the desires, convenience and comfort of the employee will be considered, within the constraints of travel regulations and instructions and where there is no impact on accomplishment of the goal. In this regard, non-passenger configured aircraft will only be utilized to transport employees when passenger configured aircraft are not available and not regularly traveling between the same points.

32.2 Travel Time. Temporary duty travel shall be scheduled to the extent practicable so employee will not be required to travel outside their regularly scheduled work week. Repetitive travel on non-duty time shall be avoided to the maximum extent practicable.

32.3 Travel Orders. No employee shall be in travel status without travel orders in his/her possession except for emergency travel or local travel.

32.4 Emergency Travel. In exceptional circumstances, employees may be required to embark on travel beginning on a non-workday or after business hours, without previously issued travel orders. When this is necessary, travel may be performed on verbal orders to the employee from a travel approving official.

32.5 Local Travel. Generally, travel orders are not necessary when it is known that the claim for travel will not involve payment of per diem. The use of a privately owned vehicle must be authorized in advance by the supervisor if Government transportation is not available or not advantageous to the mission or the Government. Local travel will not be utilized as a means of extending the employee's workday.

Article 33 Labor Management Relations

33.1 The Employer and the Union agree that in the interests of better labor management relations, a meeting shall be scheduled, by the Labor Relations Officer or his /her designee, once a month to discuss Union/Management subjects of interest to the parties. A meeting at least once a quarter will be scheduled with the Commanding Office or his designee. The Commanding Officer shall select the date, time and place of such meetings. Agendas will be developed for these meetings by the Labor Relations Officer. Individual grievances, complaints, etc. will not be an item for the agenda at these meetings. Attendance will be limited to two Union representatives.

Article 34 Unfair labor Practices

34.1 Both the Employer and the Union will refrain from such acts which constitute Unfair Labor Practices as defined in 5 USC 7116.

34.2 In the event that a violation of 5 USC 7116 is perceived to have occurred, the charging party, will within thirty (30) days of the violation, forward a written charge of the alleged Unfair Labor Practice to the party being charged. The charge will include:

- (a) The exact section of law which is alleged to have been violated.
- (b) A clear and concise statement of the facts concerning the incident.
- (c) Date, time and place of the incident.
- (d) Employer and the Union individuals involved in the incident.

34.3 The party against whom the charge is filed will have thirty (30) days from the receipt of the charge to effect an informal resolution. If the charge is resolved, a Memo for Record detailing the resolution will be prepared and signed by both parties. If the charge is not resolved within this thirty (30) day period, the charging party may file an Unfair Labor Practice charge with the appropriate regional director Federal Labor Relations Authority.

34.4 The mailing addresses for filing a written charge described in Section 34.2, above, are:

- (a) By the Employer: President, #23, National Federation of Federal Employees, Code 5311, Lakehurst, NJ 08733

(b) By the Union: Commanding Officer, Attn: Human Resources Department, Code 723,
Lakehurst, NJ 08733

MEMBERS OF THE NEGOTIATION TEAM

UNION

EMPLOYER

IN WITNESS HEREOF the parties hereto have entered into this Agreement on the 1st day of SEPT 1992.

For the Association:

Local #23
National Federation of Federal Employees

For the Employer:

Chief Negotiator
Naval Air Warfare Center Aircraft Division
Lakehurst, New Jersey 08733

Approved:

Commanding Officer

Naval Air Warfare Center Aircraft Division
Lakehurst, New Jersey 08733-5000

Labor Relations Officer

Approved by the Secretary of the Navy on 1 Oct 1992 to be effective 1 Oct 1992.
In Witness Hereof Agency Approval