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APPROVED BY THE SECRETARY OF THE NAVY

ON 23 DECEMBER 1996

TO BE EFFECTIVE

ON 23 DECEMBER 1996

# T A B L E   O F   C O N T E N T S

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## INTRODUCTION

This Agreement is made by and between the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California, hereinafter referred to as "the Employer" and Local R12-33, National Association of Government Employees, hereinafter referred to as "the Union" or "the Labor Organization", collectively referred to as "the Parties."

## PREAMBLE

In accordance with the Provisions of the Civil Service Reform Act of 1978, hereinafter referred to as "The Act," and in consideration of the mutual covenants herein set forth, the Parties hereto, intending to be bound, hereby agree as follows:

WHEREAS, it is the intent of both Parties to promote, preserve and improve the efficient administration of the Federal Service and the well being of the employees within the meaning of the Act; to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting working conditions; and to provide a means for amicable and reasonable discussion and adjustment of various matters of mutual interest at the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California.

NOW, THEREFORE, the Parties hereto agree as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DESCRIPTION

SECTION 1. The Union is the exclusive representative of all employees within the Unit defined in Section 2 below. The Union recognizes its responsibility to represent the interest of all unit employees, regardless of their organizational affiliation and membership, with respect to personnel policies, practices, procedures, or other matters affecting general working conditions, covered by the negotiated grievance procedure.

### SECTION 2.

Included in the unit are:

All Wage Grade and General Schedule employees employed  
by the Naval Air Warfare Center Weapons Division,  
Point  
Mugu Site, Point Mugu, California.

Excluded are:

5USC 7112 Professional employees and employees described in  
(b) (2), (3), (4), (6), and (7).

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATIONS

SECTION 1. The Parties agree that the administration of all matters covered by the Agreement will be governed by:

- a. Existing or future laws;
- b. Existing Government-wide rules and regulations;
- c. Existing agency rules or regulations;
- d. Future Government-wide or agency rules or regulations  
which do not conflict with the terms of this  
Agreement.

### ARTICLE 3

#### EMPLOYER-UNION RELATIONS

SECTION 1. This Agreement has been negotiated in the spirit of problem resolution and reflects collective bargaining in labor-management relations. It is the intent of both Parties that labor-management conflicts arising during the life of this Agreement be resolved promptly, equitably, and at the lowest possible level.

SECTION 2. Both Parties will place emphasis on effective labor-management relations.

## ARTICLE 4

### MATTERS APPROPRIATE FOR DISCUSSIONS AND NEGOTIATIONS

**SECTION 1.** Matters appropriate for negotiation and/or discussion are personnel policies and practices or other matters affecting conditions of employment.

a. Negotiation is defined as a good-faith effort by the Parties to reach a written agreement. Included in this negotiation process is the ability of either party to seek assistance from the Federal Services Impasses Panel (FSIP).

**SECTION 2.** The Employer will give the Union an opportunity to negotiate with respect to personnel policies, practices, or matters affecting working conditions in accordance with the Act. Matters excluded from negotiations are management rights in Article 5 of this Agreement.

**SECTION 3.** The following procedures will apply if the Employer proposes a change in conditions of employment:

a. Prior to the planned implementation date the Employer shall notify the Union Officer assigned to that Competency and the Union President of the proposed change(s) in conditions of employment. The Union and the Employer shall meet within fifteen (15) calendar days from the date the Union receives notification of the proposal.

b. Both parties shall be prepared to discuss the proposed change(s) at the first meeting.

c. If the Union does not meet the provisions of Section 3 a. and b. above, the Employer may implement the proposed change(s) without further delay.

d. Reasonable extensions of time under this Article will be made for good cause provided that the total time involved does not cause an unreasonable delay or excessively interferes with the exercise of a management right. Requests for extensions must be made prior to the expiration of any time limit or established due date.

e. Full and open discovery of information pertinent to a proposal shall be the goal of the Union and the Employer. Upon request and to the extent not prohibited by law, the Employer will furnish data to the Union which is relevant, necessary, and reasonably related to negotiations. Requests for information by the Union will be put into writing and submitted to the Labor Relations Officer (Point Mugu site). Each request will clearly identify the information requested.

f. If a dispute arises with respect to requests for information the Labor Relations Officer and Union President will meet and attempt to resolve the dispute.

**SECTION 4.** Meetings may be held as the need arises and as mutually agreed by the Parties, between representatives of the Employer and the Union to discuss personnel policies and practices, matters affecting conditions of employment of Unit employees, and any questions which may arise concerning the interpretation and application of this Agreement.

**SECTION 5.** The Parties recognize that a free flow of information is necessary to resolve issues at the lowest possible level and agree to encourage open discussion between appropriate Union representatives and management officials for that purpose.



## ARTICLE 5

### RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

**SECTION 1.** The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations which include:

a. The right to determine the mission, budget, organization, number of employees and internal security practices of the Employer; and

b. In accordance with applicable laws:

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

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

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

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

(b) Any other appropriate source; and

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

**SECTION 2.** The right to make reasonable rules and regulations is an acknowledged function of the Employer, subject to any limitations set forth in this Agreement and the law. However, nothing in this Article will preclude the Employer and the Union from negotiating:

a. At the election of the Union, on the number, types, and grades of employees or positions assigned to any organizational sub-division, work project or tour of duty, or the technology, methods and means of performing work. In the event that Executive Order 12871 is rescinded or superseded during the life of this

contract, any obligation to negotiate over these subjects will be in accordance with the law as currently defined in 5 U.S.C. 7106(b) (1) .

b. Procedures which officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such officials.

**SECTION 3.** The Employer will annually inform all employees in writing of their rights to representation under Article 6, Section 2.b, of this Agreement (Weingarten Right) 5 USC 7114(a), (2) (B).

The annual notice to all bargaining unit employees will be published in the official base paper at the Point Mugu site and a memorandum will be issued to "L6E" distribution.

## ARTICLE 6

### RIGHTS AND RESPONSIBILITIES OF THE UNION

**SECTION 1.** The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

**SECTION 2.** The Union will be given the opportunity to be represented at:

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

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if;

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

(2) The employee requests representation.

**SECTION 3.** The Union has the right to post Union and other appropriate literature of interest to the Unit members on approved unofficial bulletin boards. The Union will provide the Point Mugu Labor Relations Officer, Code 731000E, with a copy of the literature, normally prior to but at least simultaneous with posting. The Union may post the following on unofficial bulletin boards:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections and results of elections.
- c. Notices of Union appointments.
- d. Notices of Union meetings.

e. Such other information approved by the Union president and a copy provided to the Labor Relations Officer.

It is acknowledged by the Union that the right to post does not include the right to cover or remove any other non-Union literature which may have been previously posted.

**SECTION 4.** The Employer will meet as mutually agreed to discuss matters of concern to either party.

**SECTION 5.** A copy of new or updated Office of Civilian Personnel Management (OCPM) Instructions or Notices and NAWCWPNS Instructions or Notices will be forwarded to the Union upon receipt in Code 831000E, NAWS Administration Department.

**SECTION 6.** Full and open discovery of information pertinent to Union representation functions shall be the goal of the Union and the Employer. Requests for copies of research material which are necessary and relevant to the Union's representational function will be provided as soon as practicable following a specific written request by the Union. Requests for data will be made and provided in the manner outlined in Article 4 Section 3e.

**SECTION 7.** It is agreed that the Union will not rely solely on the Employer's resources for research; however, the Union will on an occasional and as-needed basis be granted access to research materials which are available at the office of the Point Mugu Labor Relations Officer, Code 731000E. Access to such resources will be granted upon request to the extent that they are available for use and such use will not interfere with operational requirements of the Employer.

## Article 7

### RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

SECTION 1. Each employer will 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. Each employer will be protected in the exercise of such rights. Each member of the Unit will have the right:

a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to represent the views of the labor organization to the heads of Agencies and other officials of the executive branch of the Government, the Congress, or the other appropriate authorities; and

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees of the unit.

SECTION 2. The terms of this Agreement do not preclude any employee from bringing work related matters of personal concern to appropriate officials of the Employers, via the supervisory chain of command, and to engage in discussion with management officials.

SECTION 3. An Employee, or a representative of the Union who has been authorized in writing by another employee, may review the contents of the requesting employee's personal folder. Such review is subject to the provisions established by law and Government-wide rule and regulations.

SECTION 4. An employee shall be provided, upon his/her written request, a copy of any material placed in his/ her Official Personnel Folder to which he/she is entitled under applicable regulations and which he/she has not been previously received the original document. This provision does not apply to documents which are generated by the employee, i.e., resumes (or SF-131, OF-612). In such cases the employee is responsible for obtaining a copy of the document for his/ her records prior to submitting it to the Employer. Copied material will be provided within a reasonable period of time. Payment for copies will be in accordance with the SECNAV Instruction on the Privacy Act.

**SECTION 5.** Employees will be provided with a copy of adverse materials that may be entered in the employee's personnel jacket. Employees will be provided with a copy of such material prior to its being placed in the Official Personnel Folder. Adverse materials having a specified time limit for retention in an employee's personnel jacket will be removed and disposed of in the manner provided in applicable regulations.

**SECTION 6.** Nothing in this Agreement will require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by the employee for payment of duties through payroll deductions. Procedures for the withholding of Union dues deductions are outlined in Article 34 of this Agreement.

**SECTION 7.** In those few and rare situations where an employee has lost his/her copy of their latest resume (or SF-171, OF-612) due to a tragedy or disaster, such as his/her home being destroyed by fire, a copy of the employee's most recent resume (or SF-171, OF-612), in their OFP, will be duplicated and provided upon request.

## ARTICLE 8

### UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the following representatives of the Union: Union President [one (1)], officers and stewards, as designated by the Union. The Union will provide to the Employer a current list of all officers and authorized stewards. Each Union representative will be identified by name, code assignment, and telephone extension. Such list will be updated and a copy provided to the Point Mugu Labor Relations Officer, Code 731000E. The Employer will not be required to allow the use of official time for representation by any employee not included on the list.

SECTION 2. Union officers and stewards will be provided reasonable and necessary official time to perform representational functions. Union officers and stewards are expected to perform their regularly assigned duties at all other times.

- a. The Union president is authorized 100% official time to perform representational duties for the life of the current contract.
- b. No overtime will be authorized for the Union president to perform representational functions. However, the Union president will be assigned overtime in his/her respective work area, subject to the provisions of Article 15, section 2.
- c. The Union president shall submit all requests for leave to his/her first level supervisor in accordance with applicable provisions of Articles 17 and 18; laws; rules; regulations; and the current leave instruction.

SECTION 3. If the Employer alleges abuses regarding official time in this Article, the issue will be discussed and resolved between the President of the Union and the Point Mugu Labor Relations Officer, Code 731000E. If the Parties cannot resolve the dispute, the areas of disagreement will be described in writing and will include the facts surrounding the issue(s). Following this, the Parties will meet one additional time to

attempt resolution prior to proceeding to arbitration as specified in Article 31.

**SECTION 4.** Approval of official time will be given on a case-by-case basis depending upon whether (1) the work needs of the Employer permit the release of the Union representative, and (2) the amount of official time being requested is reasonable, necessary, and in the public interest. Any requests for official time in excess of four (4) hours will be submitted verbally or in writing, to the Point Mugu Labor Relations Officer.

**SECTION 5.** Union representational duties will be conducted promptly and efficiently. Union stewards or officers will, whenever practical, attempt to obtain information and answer questions by telephone. When it is necessary for a Union official to leave the work site to conduct labor management relations business, permission must be obtained from the immediate supervisor prior to leaving.

a. Bonafide requests shall be approved unless work requirements necessitate the services of the employee/Union representative. When it is necessary to leave the worksite there will be a clear understanding relative to the time of departure from the worksite and estimated time of return to the worksite. The employee will leave a phone number with the Employer where he/she can be reached.

b. Union Stewards and officers will inform their immediate supervisor as soon as they return to their worksite. In the event that the immediate supervisor is not available, the returning report will be made to the next higher level supervisor in the management chain. Time sheets shall be annotated with the appropriate job order number for Union representational functions.

c. If contact with a Unit employee is necessary, permission must be obtained from the supervisor of the employee to verify that the person he/she wants to see is available and that workload will permit the visit at the time requested. Supervisors will give permission promptly unless workload considerations will not permit. In the event that the immediate supervisor is not available, permission will be requested of the next level supervisor in the management chain.



**SECTION 6.** Negotiations between the Union and management will normally be conducted during regular working hours. For purposes of negotiations, the Union will be entitled to a number of representatives equal to the number of management representatives, unless waived by the Union. Union representatives who are in a duty status will be on official time, subject to the provisions of Section 4 of this Article.

**SECTION 7.** The Employer agrees that national representatives of NAGE will be permitted to visit local Union officials at reasonable times and on appropriate business. The Union agrees to notify the Point Mugu Labor Relations Officer, Code 731000E, in advance of the intended visits.

**SECTION 8.** The Union may submit appropriate orientation material to be included in the package of information provided to new hires.

## ARTICLE 9

### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

SECTION 1. The Union and the Employer recognize the necessity for an Equal Employment Opportunity Program. The Parties affirm the President's policy on Equal Employment Opportunity and agree to actively support and pursue those objectives.

## ARTICLE 10

### EMPLOYEE ASSISTANCE/SUBSTANCE ABUSE

**SECTION 1.** The abuse of alcohol is a recognized problem in which both Parties share an interest and obligation. The Employer and the Union agree that accomplishment of the Employer's national defense mission requires the highest standards of competence, reliability and integrity. Consistent with Executive Order 12564, Federal employees who use illegal drugs must themselves be primarily responsible for changing their behavior and if necessary, begin the process of rehabilitating themselves. The parties agree that in accordance with Public Law 101-336, employees who are currently engaging in the illegal use of drugs shall not be considered a "qualified individual with a disability".

**SECTION 2.** The Employer will maintain an Employee Assistance Program (EAP) which will provide for initial assessment, counseling, and referral for treatment as appropriate. The confidentiality of an employee's contact with or referral to EAP will be protected as consistent with applicable laws and regulations.

**SECTION 3.** Employees and members of their family may utilize the services of the EAP through self-referral to address issues of substance abuse, relationship problems, dysfunctional behavior or other personal concerns of similar nature.

**SECTION 4.** The Employer recognizes alcoholism and drug abuse as treatable health problems. Therefore, leave will be granted for the purpose of treatment or rehabilitation in accordance with applicable law and regulations. Any leave granted for treatment or rehabilitation will not delay any appropriate administrative action by the Employer.

**SECTION 5.** It is recognized by both parties that Public Law 101-336 significantly changed the treatment of employees who engage in the use of illegal drugs and those who are alcoholic. For example, employees who engage in the illegal use of drugs and those who are alcoholic may be held to the same qualification standards for employment or job performance and behavior that other employees are held to, even if any unacceptable performance

or behavior is related to the drug use or alcoholism of such employee.

**SECTION 6:** The Employer's substance abuse program is aimed at the rehabilitation of persons who may be suffering from a progressive disorder. Therefore, the Employer will provide reasonable accommodation to accomplish this objective insofar as it does not contribute to the progression of the illness or potentially jeopardize government personnel, property, operations, or security.

## ARTICLE 11

### EMPLOYEE MORALE

SECTION 1. Supervisors will ensure that employees are advised of changes or newly established office/shop rules and procedures, after proper notification to the Union.

SECTION 2. Employees may use the base telephone services to make calls during working hours consistent with the guidelines provided in NAWCWPNSINST 2060.1 or any superseding instruction. Toll calls using government phones and long distance calls originated from off-shore Islands are permissible; however, employees will reverse charges or use credit cards.

SECTION 3. The Union and the Commanding Officer, Naval Air Weapons Station, Point Mugu, or his designee, will meet every month to discuss issues of concern. The Union shall submit an agenda at least one (1) week in advance of the scheduled meeting.

Dependent upon the issues submitted on the agenda, management representatives from other Competencies may attend these meetings to address issues that are raised within their Competencies. The length of these meetings is subject to the Commanding Officer's or his designee's schedule.

## ARTICLE 12

### HEALTH AND SAFETY

**SECTION 1.** The Employer will provide and maintain a safe and healthy place of employment in accordance with applicable laws and regulations. The Parties will encourage all employees to perform their work in a safe manner. It is the responsibility of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthful practices, equipment or conditions and to report any alleged unsafe and/or unhealthful practices, equipment or conditions to their immediate supervisor. If the corrective action initiated by the immediate supervisor does not satisfactorily resolve the situation, the employee(s) or Union representative may submit the matter orally or in writing to the Head, Occupational Safety and Health (OSH) Department for appropriate action. The Head, OSH Department shall ensure that all reports brought to his/her attention are investigated. Alleged imminent danger situations shall be investigated within 24 hours. Potentially serious situations shall be investigated within 3 work days. While the OSH Department is conducting their investigation into alleged unsafe and/or unhealthful practices, equipment or conditions, the affected operations will cease until such time as certified safe, in writing, by the OSH Department. If the employee or Union representative is not satisfied with the response of the OSH Department, the Union may submit the matter under the grievance procedure or utilize other appropriate action. This does not preclude the Union from discussions with appropriate management officials for early resolution.

**SECTION 2.** The employee has the right to decline a task because of reasonable belief that there is an imminent risk of death and insufficient time for hazard reporting and abatement actions.

**SECTION 3.** The Employer will exert every reasonable effort to provide expeditious medical treatment by competent, trained medical personnel.

**SECTION 4.** Personal Protective Equipment will be provided by the Employer in accordance with applicable Navy Directives. Management agrees that the Naval Air Warfare Center Weapons Division, Point Mugu site, will handle all hazardous waste and/or

infectious material in accordance with Environmental Protection Agency, Federal, State and County regulations.

## ARTICLE 13

### TRAINING

SECTION 1. It is mutually agreed that the training of employees is of vital interest to both the Employer and the Union. The purpose of training is to increase the skills of employees, and to assist employees in learning new technologies in their trade and/or profession. Management reserves the right to determine training requirements, and the numbers, types, and skill levels of employees to receive training.

SECTION 2. The Employer will ensure that resources and information are available to employees regarding career-related training, and the Employer's policies and procedures with respect to such training. Training opportunities will be provided in a fair and equitable manner consistent with the Employer's needs and course criteria as well as the qualifications and work experience of the employees involved.

SECTION 3. The Employer will plan for retraining of employees when necessary because of planned management changes in organization, function or mission and to provide such necessary on-the-job cross training or formalized training as is practicable and within available resources. Training will not be used to facilitate preselection.

SECTION 4. The Employer will provide 440 hours to Union Officers/Stewards each calendar year to attend Union-sponsored training, subject to workload considerations. Requests for official time for training shall be submitted to the Point Mugu Labor Relations Officer, Code 731000E. Each request will identify the number of hours, code, and the name of the Union Official/Steward for whom the time is being requested. Training requirements that exceed the 440 hours must be submitted in writing to the Point Mugu Labor Relations Officer, Code 731000E, for approval. Government transportation may be provided on a case-by-case basis. Per diem costs will be borne by the Union.

SECTION 5. Where practical, in accordance with Department of the Navy or applicable regulations, the Employer will provide mandatory training courses to employees.



## ARTICLE 14

### HOURS OF WORK

SECTION 1. The Employer retains the right to assign employees to job sites, positions and tours of duty.

SECTION 2. Tour of duty is defined as the hours of a day (daily tour of duty) and the days of an administrative workweek (weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek. Regularly scheduled administrative workweek is defined as a period of seven consecutive calendar days designated in advance by the Employer. In general, with the exception of approved deviations to the Compressed Work Schedule, basic workweeks will be scheduled in accordance with applicable instruction(s). The basic pay period for full-time employees consists of 80 hours.

SECTION 3. Employees may volunteer or express a preference for a given shift. In so far as it would not result in a negative impact, as determined by the Employer, an employee's preference will be granted. Where there are two or more equally qualified employees who could fulfill a given requirement, the Employer will, if practical, honor the preference of the employee having the greater seniority (service computation date).

SECTION 4. Air Traffic Controllers work schedules will be posted at least 15 calendar days in advance of the monthly schedule, unless a national emergency arises.

SECTION 5. Consistent with the nature of the work being performed, time for clean-up will be allowed as necessary prior to the lunch period and/or end of the workday.

SECTION 6. Time spent by Union officials, within their normal tour of duty, for the purpose of representational duties or other official Union business provided for by law and/or this Agreement which has been approved shall be considered as hours of work.

SECTION 7. Scheduling of test operations requiring late on the last scheduled workday of the week and weekend overtime on San Nicolas Island is recognized as an inconvenience to SNI employees and their families. However, the necessity for the Command to perform its mission cannot be subjugated. Considering these two

issues, such tests will be scheduled as far in advance as possible and/or practical. Operations scheduled to be completed by or prior to the end of normal working hours on the last scheduled workday of the week may be extended into overtime if considered to be in the best interest of the Government by the Sea Range Scheduling Office, or higher authority. Any operation schedule change, which would result in additional weekend overtime requirements on SNI, made after 1200 hours on the last scheduled workday of the week, of the weekend involved, must be approved by the Head of the Sea Range Office Test Planning Branch or his/her designee.

## ARTICLE 15

### OVERTIME

SECTION 1. Overtime work will continue to be paid pursuant to law and regulation, including all shift differentials and premium pay where applicable.

SECTION 2. The Employer will determine when overtime is to be performed, the numbers, types and skills of employees required to perform the overtime work. Overtime will be distributed fairly and equitably subject to effective mission accomplishment. Records showing the overtime distribution shall be maintained and available for review by employees.

SECTION 3. Employees will be notified as far in advance as possible of all scheduled overtime. In cases of unscheduled overtime, it is recognized that at times little advance notice may be possible. In either case, scheduled or unscheduled overtime, volunteer staffing may be sought to meet overtime requirements. The Employer retains the right to order any employee to work overtime. However, an employee will be excused upon request by his supervisor from overtime assignments if there is another fully qualified employee, who is available and willing to serve in his/her place. If an employee is called back to work to perform unscheduled overtime duties, such overtime performed will be considered to be at least two (2) hours in duration for overtime pay purposes.

SECTION 4. When an employee is required to work overtime in excess of four (4) hours beyond the end of his regular work day without sufficient advance notice of four (4) hours, the Employer

will allow a fifteen (15) minute break. The Employer reserves the right to assign work to employees on a break if necessary.

**SECTION 5.** Each employee who is required to work overtime, without prior notice, will be allowed one telephone call home of short duration at government expense.

**SECTION 6.** When the Employer changes a position's Fair Labor Standards Act Status from non-exempt to exempt status, the Employer will provide the incumbent of that position with the Union's telephone number, proper forms, written appeal procedures and the address for the regional Office of Personnel Management.

**SECTION 7.** If an employee due to an inordinate requirement for overtime believes that he or she is medically unable to continue to effectively perform their duties they may request relief from their supervisor and/or referral to the Branch Medical Clinic for a determination and medical recommendation.

**SECTION 8.** If there is a break in duration of more than two hours between the end or beginning of an employee's regularly scheduled work and overtime work, the employee will not be compensated. If there is a break in duration of less than two hours between the end or beginning of an employee's regularly scheduled work day and the overtime work, the employee will remain in a duty status and will be compensated at the appropriate overtime rate.

**SECTION 9.** Overtime will be distributed within a work site in accordance with Section 2 of this Article before overtime is assigned to an employee outside that work site. However, management reserves the right to assign work subject to effective mission accomplishment.

**SECTION 10.** Lunch periods will normally be scheduled and taken between the hours of 1100 and 1300. If workload requirements preclude an employee from taking a lunch break, the employee will be compensated at the appropriate overtime rate.

## ARTICLE 16

### HOLIDAYS

SECTION 1. Employees will be entitled to holiday benefits consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may be added by law. Holidays designated by Executive Order shall be observed as legal holidays.

SECTION 2. Pay for holiday work will be computed in accordance with applicable laws and regulations.

## ARTICLE 17

### ANNUAL LEAVE

**SECTION 1.** Employees shall accrue and be granted annual leave in accordance with applicable laws and regulations. Annual leave will be granted when the Employer determines that the workload/manpower balance so permits. Leave approved for a portion of a day may be charged in increments of one-quarter (0.25) of an hour (15 minutes).

**SECTION 2.** Annual leave, including leave that will accrue to an employee during the year, may be granted at any time during the year, at the request of the employee and upon approval of the supervisor. Annual leave will normally be requested well in advance of the time being requested. In the Message Center, requests for annual leave will normally be submitted at least 72 hours in advance of time requested. Requests for annual leave for vacation purposes shall be made early in the calendar year. The Employer will respond to such requests within thirty (30) days. The Employer will develop tentative schedules for annual leave for the purposes of planning. Other requests for annual leave will be submitted to the supervisor in as far advance as possible.

**SECTION 3.** When due to an unforeseen emergency an employee needs to use leave which was not previously requested and approved by the supervisor, the employee is responsible for notifying his/her supervisor and requesting approval for his/her absence. Notification should normally be made by the scheduled start of their shift, but no later than one hour after. In the Security Department, Fire Department, Air Traffic Control, the Base Pool, and the power plant and heating/boiler route areas of the Public Works Department, notification is required at least 30 minutes prior to the beginning of the employee's scheduled work shift. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact that he/she is requesting emergency annual leave and the reason for the request. Failure of an employee to inform the supervisor or officially designated point of contact may result in the employee being placed in an Absent Without Leave (AWOL) status.

**SECTION 4.** Previously approved annual leave will only be rescheduled due to valid operational requirements. Employees will

be provided with an explanation of the reasons for the change. Written explanation of the reason for the denial will be given if specifically requested by the employee. When two or more employees request leave for the same period of time (in whole or in part), and if it is impractical to schedule both employees as requested, the supervisor will attempt to resolve the scheduling problem with the employees concerned. If the problem cannot be resolved, resolution will be determined by the Employer. The Employer will resolve such problems by considering operational requirements, skills, types, and numbers of personnel required. However, if each of the employees involved are essentially interchangeable (i.e., have the same qualifications and skills) resolution will be by seniority. Seniority will be determined on the basis of length of service (Service Computation Date).

**SECTION 5.** In those cases where there is evidence of leave abuse, both parties recognize that counseling an employee, prior to the issuance of a letter of requirement, may be beneficial to both the Employer and the employee. However, the Employer reserves the right to discipline. (See Article 5.)

## ARTICLE 18

### SICK LEAVE

SECTION 1. Employees will accrue sick leave in accordance with applicable laws and regulations. Sick leave accrues on the basis of one-half day for each full biweekly pay period. Sick leave which is not used by an employee, accumulates for use in succeeding years, and may be used for illness or injury requiring an extended absence. Sick leave is chargeable in 15 minute increments.

SECTION 2. Sick leave is for use when an employee:

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
- c. Is required to give care and attendance to a member of his/ her immediate family who is afflicted with a contagious disease,
- d. The employee would jeopardize the health of others by his/her presence at his place of employment because of exposure to a contagious disease, or
- e. Invokes the provisions of the Family Friendly Leave Act.

SECTION 3. An employee who is ill and unable to report for duty is responsible for notifying his/her supervisor of the illness or incapacitation, under normal circumstances, by the scheduled start of his/her shift, but no later than one hour after. In the Fire Department, Security Department, Air Traffic Control, base pool, and the power plant and heating/boiler route areas of the Public Works Department, notification is required at least 30 minutes prior to the beginning of the employee's scheduled shift. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact of the illness. Upon return to duty or upon official notification, the employee will provide the supervisor with his/her reasons for

absence. If the supervisor determines the absence is justified and a grant of sick leave is appropriate, the leave will be approved.

During an extended absence the employee will keep the supervisor advised. The decision to approve or disapprove a request for sick leave in each case rests with the Employer, based on current law, rules and regulations.

**SECTION 4.** The Employer may grant sick leave when requested. Medical certification may be required for an absence in excess of three work days, or for a lesser period when determined necessary by the Employer. The Employer will notify the employee at the time of the request, if a medical certificate will be required. The Employer may consider the employee's certification as to the reason for his/her absence as acceptable evidence regardless of the duration of the absence. Certification in support of a request for sick leave will be submitted to the supervisor within five (5) days of the employee's return to duty.

**SECTION 5.** An employee seriously ill or injured may draw on his/her anticipated future sick leave accruals if the disability surpasses his/her current accumulation. A maximum of 30 days sick leave may be advanced under these circumstances. Request for advance sick leave must be accompanied with documentation by competent medical authority.

**SECTION 6.** In those cases where there is evidence of leave abuse, both parties recognize that counseling an employee, prior to the issuance of a letter of requirement, may be beneficial to both the Employer and the employee. However, the Employer reserves the right to discipline. (See Article 5.)

**SECTION 7.** The Family Friendly Leave Act will be posted on all Official Bulletin Board and copies will be made available to all employees who request a copy.



## ARTICLE 19

### LEAVE OF ABSENCE

SECTION 1. Employees may be granted leave without pay in accordance with applicable laws and regulations.

SECTION 2. Consistent with the Employer's needs, and when given adequate advance notice in writing, an employee in the unit who has been elected or appointed to serve as a delegate to any Union activity requiring leave of absence may, if workload permits, be granted annual leave and/or leave without pay.

SECTION 3. Where applicable the Employer will recognize the bumping and retreat rights of an employee in situations where the employee is affected by reduction-in-force action during his/her leave of absence.

SECTION 4. Employees who are absent on extended leave without pay will continue to have coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits.

## ARTICLE 20

### CIVIC RESPONSIBILITIES

SECTION 1. Since jury duty is a civic responsibility, the supervisor shall not request that an employee be released from jury service unless the Employer determines that the public interest would be better served by the employee remaining on the job.

SECTION 2. Court leave will be granted, in accordance with applicable regulations, for the assigned work day.

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

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

b. When envelopes are used, individuals who desire to keep their gift private may use any envelope with or without a name being placed thereon.

c. Supervisors will not solicit subordinates.

d. Coercion, either overt or covert, will not be practiced by collectors, supervisors, or other personnel.

## ARTICLE 21

### TRAVEL

SECTION 1. Employees will be reimbursed for authorized travel expenses in accordance with applicable regulations.

SECTION 2. Employees required to perform temporary duty travel will be given as much advance notice as possible. The Employer agrees to provide employees assistance and counseling on travel matters. Assistance in the preparation of travel claims and related forms will be provided by the Employer.

SECTION 3. Employees performing temporary duty travel may draw authorized travel advances in accordance with applicable NAWCWPNS policies and regulations. Travel claims will normally be submitted by employees within five (5) calendar days of their return to their duty station.

SECTION 4. Employees will be provided travel advances and reimbursement for temporary duty travel in accordance with applicable NAWCWPNS policies and regulations.

SECTION 5. Employees required to travel outside normal duty hours will be compensated for time in a travel status as appropriate under applicable regulations.

SECTION 6. Prior to implementing a change in travel regulations and NAWCWPNS policies the Employer will notify the Union of the change and provide the Union an opportunity to respond and negotiate.

SECTION 7. The Employer will reserve twenty (20) seats for permanent SNI personnel on contract flights to and from SNI Monday through Friday.

SECTION 8. Recoupment of monies for delinquent travel expenses will be made in accordance with applicable regulations.

## ARTICLE 22

### POSITION DESCRIPTION

**SECTION 1.** The Employer is responsible for the accuracy and completeness of an employee's position description.

**SECTION 2.** An employee may request that their supervisor review their duties and position description for content, title, series and grade and initiate action through the delegated classification authority if he/she believes the position description is not in agreement with the duties assigned and performed.

**SECTION 3.** It is recognized that the position description may not include all duties that may be assigned to an employee. However, duties assigned on a regularly, recurring basis will be included in the employee's position description.

**SECTION 4.** When it has been determined that a position description does not reflect current duties and responsibilities, the Employer will take action to ensure that the position description accurately reflects the duties and responsibilities of the position. Issues relating to the accuracy and completeness of a position description that cannot be resolved between the employee and supervisor may be presented by the employee for resolution through the negotiated grievance procedures. Where it is agreed that the position description accurately reflects the employee's currently assigned duties and responsibilities but there is disagreement with respect to the existing classification (title, series, grade or pay category) an employee may initiate a classification appeal.

**SECTION 5.** The employee may obtain information and be assisted by a representative of his/her choice through the classification appeals process. The Employer assures the employee of the right to appeal the correctness of a position classification action without restraint, prejudice, or reprisal.

## ARTICLE 23

### PERFORMANCE APPRAISALS

SECTION 1. Employees' performance will be appraised against established standards in accordance with current regulations. In giving performance ratings, the supervisor will apply standards applicable to the assigned duties in accordance with the Act.

SECTION 2. An employee's signature, after review of the performance evaluation, indicates that he or she has reviewed the performance rating and appraisal record, has been provided a copy, and that it has been discussed. The employee's signature will not be taken to mean agreement with any of the information or a forfeiture of any rights to review or appeal.

SECTION 3. At the time of the annual performance review, and such other times as the Employer determines appropriate, the Employer may counsel employees concerning strengths and weaknesses in job performance, and provide guidance for improving work related skills and potential for promotion.

SECTION 4. Determination of the type, amount, and recipient of any award is at the Employer's discretion.

SECTION 5. Lawful official time spent in Labor Relations activities by recognized Union Officials is exempt from rating.

## ARTICLE 24

### TEMPORARY PROMOTIONS AND DETAILS

**SECTION 1.** The Employer will follow the procedures contained in NAWCWPNSINST 12335.1 or any superseding instruction. Selections will be made in accordance with NAWCWPNSINST 12335.1, or any superseding instruction, and will be based on the merit of the individual and without discrimination. Nothing in this Article shall interfere with the Employer's retained rights, as stated in Article 5.

**SECTION 2.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in applicable regulations.

**SECTION 3.** The Employer recognizes the basic principles that an employee should be assigned to their position of record. However, when the Employer determines that details are necessary to fulfill the Employer's mission, they will be used. Employees who are detailed for 120 days or more will be rated in accordance with COMPMTCINST 12430.3A or any superseding instruction.

**SECTION 4.** Supervisors are responsible for selecting employees for details on a fair and impartial basis, for informing employees of details, reasons, duties and estimated duration. The Employer reserves the right to make detail assignments. Factors to be considered in determining assignment to details are the type of work to be performed, availability, organizational location of employees and knowledge of the particular type of work involved.

**SECTION 5.** Employees assigned to a classified, higher-graded position will (if qualified) be temporarily promoted when the employee is in the position in excess of ten (10) **consecutive** work days (9 consecutive workdays under the CWS).

**SECTION 6.** Temporary promotions in excess of 120 consecutive days will be made in accordance with applicable laws and regulations.

**SECTION 7.** At the employee's request, the supervisor will prepare a record of the detail which will be submitted to the Human Resources Department for retention in their OPF. Employees may claim experience obtained during assignments on detail on their resume (SF-171 or OF-612).

## ARTICLE 25

### REDUCTION-IN-FORCE

SECTION 1. Applicable laws and regulations will govern any reduction-in-force.

SECTION 2. The Employer agrees to notify the Union when it is determined that a reduction-in-force is necessary. The Employer agrees to provide the Union with the names and the number of affected employees in the competitive levels involved, the retention register and details as to how such employees were selected when such information becomes available from the servicing Human Resources Department.

SECTION 3. During periods of reduction-in-force, the Union agrees to cooperate with the Employer in communicating to employees the reason for the reduction.

SECTION 4. Whenever a reduction in force is necessary, every effort will be made to minimize the adverse impact on affected employees in accordance with applicable regulations.

SECTION 5. Any career or career conditional employee who is separated as a result of reduction-in-force, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such employee will be given preference for re-employment in accordance with the FPM and applicable regulations.

SECTION 6. The Employer will counsel eligible employees on retirement options available during the notice.



## ARTICLE 26

### THEFT

SECTION 1. The Union recognizes that the theft of Government property is a violation of law, the United States Code and a serious breach of employee conduct. Therefore, the Union agrees to cooperate with the Employer's efforts to maintain an adequate security program and to eliminate theft.

## ARTICLE 27

### ISLAND FACILITIES

SECTION 1. Each organization will assign rooms on SNI/SCI allocated to them by the OIC, SNI in accordance with the applicable room assignment instruction.

SECTION 2. TV sets, pool tables, washers/dryers, microwaves and stoves will continue to be provided in operating condition, at no cost to the employees, in the barracks in which they are presently provided.

SECTION 3. Exchange privileges are approved for civilian employees. Exchange purchases authorization is restricted for use and consumption aboard the SNI facility.

SECTION 4. Transportation will be provided for personnel assigned to San Nicolas Island/Santa Cruz Island by contract or other flights to and from Point Mugu and San Nicolas Island/Santa Cruz Island. The published airlift schedule will be used except when such things as weather conditions, operations of the range or mechanical failure necessitate deviations.

SECTION 5. The published passenger boat schedule for Santa Cruz Island (SCI) shall be adhered to except when such things as weather conditions, operations of the range, or mechanical failure necessitate deviations.

SECTION 6. Permanent SNI or SCI employees, assigned temporary duty at Point Mugu whose residence is outside a 40-mile radius of the Point Mugu complex will be placed in a travel status in accordance with the JTR. All other employees assigned temporary duty will receive travel expenses, i.e., mileage only.

SECTION 7. In inclement weather or late operations of the range, a contractor aircraft will normally not be released prior to one hour after the last schedule departure on Friday, or Thursday of the week of the scheduled CWS day off. Scheduling of special flights as needed over an operational weekend will be coordinated between the Point Mugu Air Terminal and the Sea Range SNI Coordinator.

**SECTION 8.** If transportation to SNI or SCI is delayed, canceled or if an emergency occurs during transport, the Union will be advised of the facts concerning such delay, cancellation or emergency as soon as possible.

**SECTION 9.** An employee who elects to stay at SNI at the end of their regularly scheduled work week, for their own personal convenience will be required to pay the galley surcharge for meals purchased. In the case of an employee who has elected to stay on SNI for their own personal convenience, is called upon to support operations, the employee will not pay the galley surcharge one meal before, during and after the operation.

## **ARTICLE 28**

### **FIREFIGHTER WORKING CONDITIONS**

**SECTION 1.** Firefighters will be rotated between crash and structural duties. Firefighters may, for the purpose of training, be rotated between Point Mugu and San Nicolas Island. It is anticipated that these assignments will not exceed 45 calendar days per training assignment. The Employer agrees to negotiate any impact with the Union. However, the Employer reserves the right to determine training requirements.

**SECTION 2.** The Employer will provide sleeping and cooking facilities and equipment to Fire Division employees such as, but not limited to, bedding, cooking and eating utensils, cleaning equipment, etcetera.

**SECTION 3.** In the Fire Division, outside of actual work hours and except during an emergency call or duty assignment during standby time, employees may engage in recreational activities such as, but not limited to, checkers, dominoes, card games, volleyball, and badminton, provided these activities do not interfere with the primary functions of the facility. Recreational activities are restricted from the fire alarm office and fire alarm areas of every fire station. Recreational activities will be conducted in areas designated by the Fire Chief or Officer in Charge with personnel readily available to respond to fire alarms or other emergency operations. Recreational activities will not interfere with or annoy the activities of other personnel. Personnel engaged in outside recreation will maintain dress and appearance in accordance with regulations and installation policy. Participants will ensure that recreational

areas remain orderly and well policed. Gambling in any form is strictly prohibited.

**SECTION 4.** Duties and assignments will be equitably distributed among personnel of like qualification and rate, subject to mission requirements and management's right to assign work as defined in Article 5, Rights and Responsibilities of the Employer.

**SECTION 5.** Firefighters will be allowed to "trade time" (substitute for one another on a shift, or some part thereof) if the following criteria are met:

a. The trading of time is done voluntarily by the employees participating and not at the behest of the Employer;

b. The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters;

c. A record is maintained by the Employer of all time traded by employees;

d. Comply with applicable regulations and law;

e. Have prior approval by either the Fire Chief or Assistant Fire Chief;

f. Submit the request no later than the start of the employee's shift;

g. All time traded must occur within the same pay period.

**SECTION 6.** The Employer will make no changes in current uniform for Fire Division personnel without negotiations with the Union. Fire Division personnel will adhere to the agreed upon uniform code. All personnel shall be in uniform from the beginning to the end of their shift. Coveralls will be made available for Fire Division employees when jobs of a dirty nature occur. Personnel responding to emergency calls shall wear required protective clothing at all times. Firefighters awaiting transportation to SNI shall be responsible for having a uniform available to perform work on the Mainland, in the event they are delayed due to mechanical difficulties, inclement weather or other circumstances.

The Employer will provide locker spaces and turnouts as necessary for SNI firefighters.

**SECTION 7.** Firefighters, with their supervisor's permission, may have visitors at the mainland. Visitors must be cleared through base Security between the hours of 0700 to 1600 on Monday through Friday (except holidays). During weekends and holidays, visitors may be cleared through the gate by a telephone call. The length of the visits may be regulated at the supervisor's discretion. Fire Department personnel wishing to bring dependents to San Nicolas Island will conform with San Nicolas Island regulations. Fire Department personnel will either be on day off or take annual leave when their guests stay on San Nicolas Island for more than one day, i.e., 24 hours. All requests will be submitted through the Battalion Chief.

**SECTION 8.** Lesson plans will be established to cover mandatory training. Lesson plans for non-mandatory drills shall be developed at a later date as resources become available. New lesson plans will be provided to the Union prior to implementation.

**SECTION 9.** Firefighters will be given a copy of the formula used by the Payroll Office to compute overtime pay, and upon request, blank computation sheets. Firefighters will be provided assistance by the Employer in computing their individual pay.

**SECTION 10.** Physical fitness training for firefighters will be in accordance with applicable regulations and subject to the provisions of Article 4, Matters Appropriate for Discussions and Negotiations.

**SECTION 11.** A. Scheduled annual leave administration in the Fire Division will be governed by the following:

1. Selections for leave will begin on 1 November of each year. Firefighters will have a maximum of 48 hours to make their selection, at the end of this time the selection list will be passed on to the next Firefighter. Personnel who are not available when their turn comes up for leave selection will be allowed to make their selection, in turn, upon their return to duty. Any delays in the selection process shall not impact the 30 January deadline.

2. Employees may select from 1 to 14 consecutive calendar days at each turn. Under certain conditions (e.g., out of state trips) and subject to the Fire Chief's approval, employees may exceed the 14 calendar day limit. Selections that exceed 14 consecutive calendar days will be counted as two selections and the employee will be bypassed on the next round.

3. All employees must designate a preferred leave period not later than 30 January of each year. The Fire Chief will advise employees of the tentatively approved vacation schedule no later than 15 February.

4. Leave designations will be made by seniority. Seniority within the Fire Division will be determined in the following order:

(1) Total time in the Fire Division.

(2) In the event of a tie, service computation dates will be used to break the tie.

5. Employees should cancel any annual leave they have previously scheduled at least 30 calendar days prior to the date of the requested leave.

B. Unscheduled annual leave administration in the Fire Division will be governed by the following:

1. Unscheduled annual leave cannot be turned in more than 30 days prior to the date of requested leave. Requests for unscheduled annual leave will be on a first come, first serve basis. Approval/disapproval of these requests will be dependent upon available manpower and scheduled training/work assignments.

2. Unscheduled annual leave requests may be granted as long as manning requirements are maintained.

3. Unscheduled annual leave may be taken when projected manning is one person above the minimum manning level. However, the person who requests this type of unscheduled leave understands that they must be able to report to duty to the mainland Fire Division within 2 hours of the scheduled start of their shift. Employees who are "on the bubble" must call in by the scheduled start of their shift to determine whether or not their request for annual leave will be approved.

#### **SECTION 12.**

a. A fully manned engine company may use on-base recreation facilities open to civilian employees between 1600 and 2200 hours, Monday - Friday. Week-end and holiday usage of the above cited facilities may commence after the scheduled workday is completed.

b. The crash crew may use on-base recreation facilities open to civilian employees after the airfield has closed, as long as one (1) fully manned crash truck remains at the airfield (stations 2 and 3).

c. All emergency vehicles must meet required response times. In all instances use of on-base recreation facilities is subject to supervisory approval.

d. When the Fire Division is over-manned, extra personnel will be allowed to use on-base recreation facilities under the guidelines specified above.

**SECTION 13.** Employees who have been in a sick-leave status for more than three (3) consecutive work days shall report to the dispensary on his/her first day back to work.

**SECTION 14.** Both parties agree that the establishment of a joint labor management committee (LMC) is of vital interest and of mutual benefit. The purpose of this committee is to review and provide recommendations on proposed changes to working conditions in the Fire Division. Each party reserves the right to appoint and remove their respective members of the committee. Division expenditures made out of JAC monies will be made from a proposed listing of purchases provided by the LMC; training will be a

standing item on this listing. Expenditure of JAC monies on other items not provided on the recommended listing of purchases will be reviewed by the LMC before their purchase. The LMC may provide recommendations for other division purchases that affect the working conditions of the bargaining unit. The Fire Chief will maintain final decision authority for all division expenditures.

**SECTION 15.** All Fire Division vacancies at Point Mugu or San Nicolas Island that management elects to fill by reassignment will be filled in accordance with the following procedures:

a. The reassignment opportunity will be posted on all Fire Division Bulletin Boards for a period of 14 calendar days.

b. Employees must indicate their interest in the reassignment opportunity, in writing, to the Assistant Fire Chief/Fire Chief.

c. The Employer reserves the right to select the most qualified candidate for the reassignment.

d. In the event there is more than one candidate qualified for the position and the qualifications are equal, the Employer will place the most senior employee in the position.

e. Seniority will be determined as follows:

(1) Total time in the Fire Division.

(2) In the event of a tie, service computation date will be used to break the tie.



## ARTICLE 29

### LAW ENFORCEMENT OPS DIVISION - WORKING CONDITIONS

**SECTION 1.** All equipment provided by the Employer to Police Officers/Communication Center Assistants for the performance of assigned duties will be in accordance with applicable rules and regulations.

**SECTION 2.** The Union will be notified prior to any change in uniform requirements. The Union may request negotiations on the impact and implementation of any such change in uniform requirements as outlined in Article 4, Matters Appropriate for Discussions and Negotiations.

**SECTION 3.** Police Officers will be allowed to "trade time" (substitute for one another on a shift, or some part thereof) if the following criteria are met:

a. The trading of time is done voluntarily by the employees participating and not at the behest of the Employer;

b. The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters;

c. A record is maintained by the Employer of all time traded;

d. All time traded must occur within the same pay period;

e. The employee must have prior approval from the shift supervisor, Assistant Chief or Chief of Police;

f. Submit the request no later than the last day of the preceding pay period;

g. Comply with applicable regulations and law.

Trading time between shifts may be allowed, subject to the conditions described above. However, the following restrictions are applicable:

a. At no time will the trading of time between employees result in more than 40 hours worked per week per employee;

b. Employees trading time are aware that it may affect their entitlement to night pay differential and/or premium pay for the day(s) involved;

c. At no time will any employee be allowed to work back-to-back shifts without an eight-hour rest period in between, for the purpose of trading time.

**SECTION 4.** Standard Police Identification cards (PMTTC 5512/93 [4-87] or subsequent revisions of this form) will be provided for the official use of NAWS Point Mugu Police Officers. These Police Identification cards shall remain the exclusive property of the United States Government and shall be surrendered upon termination, separation, or upon official notice from the Employer. Police Officers who retire from the federal civil service will be allowed to retain their Police Identification cards in order to participate in Police Olympics and to receive discounts applicable to Law Enforcement personnel. These cards shall clearly identify the bearer as a retired Police Officer from NAWS Point Mugu and shall not be used for any other purpose than those described above. Police Identification cards issued to retired personnel remain the exclusive property of the United States Government and shall be surrendered upon official notice from the United States Government.

**SECTION 5.** Both parties agree that the establishment of a joint labor management committee is of vital interest and of mutual benefit. The purpose of this committee is to review and provide recommendations on proposed changes to working conditions in the Security Department. Each party reserves the right to appoint and remove their respective members of the committee.

**SECTION 6.** Police Officers, during Code 7, shall have the right to eat their meals at any meal facility on station or the Beach Motel snack bar.

## ARTICLE 30

### GRIEVANCE PROCEDURE

**SECTION 1.** This Article establishes the exclusive procedure available to the employees in the unit, the Union, and the Employer for resolving all grievances which fall within its scope.

a. The following are excluded from coverage of this grievance procedure:

- (1) A claimed violation of prohibited political activities.
- (2) Retirement, life insurance, health benefits, and matters under the auspices of the Office of Workers' Compensation Program, U.S. Department of Labor
- (3) A suspension or removal 5 USC 7532 (national security),
- (4) Any examination, certification or appointment of candidates for for federal employment,
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee,
- (6) Non-selection for promotion from a group of properly ranked and certified candidates,
- (7) Termination of probationary employees,
- (8) Equal Employment Opportunity Complaint,
- (9) Matters appealable to the Merit Systems Protection Board (MSPB), including adverse actions (separation, change of lower grade) resulting from reduction in force,
- (10) Non-adoption of a suggestion,
- (11) Allegations of mismanagement,
- (12) Any matter which both parties agree to raise to the Comptroller General for a decision.

b. An employee may not file a grievance and a formal EEO complaint on the same issue. In the event that an employee raises a matter of concern through both the negotiated grievance

procedure and the formal EEO complaints procedures, the grievance will be canceled.

**SECTION 2.** Grievances may be initiated by employees, either singularly or jointly or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

**SECTION 3.** If two or more employees initiate identical grievances where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

**SECTION 4.** Union grievances shall be filed in writing and submitted to the Commanding Officer, Naval Air Weapons Station, Point Mugu, with a copy to the Point Mugu Labor Relations Officer, Code 731000E. The Commanding Officer shall respond within fifteen (15) workdays of receipt of the grievance.

**SECTION 5.** Employer grievances shall be filed in writing with the Union President. The Union President shall respond within fifteen (15) workdays of receipt of the grievance.

**SECTION 6.** The processing of employee grievances shall be as follows:

a. **Step 1. Informal Stage:** The purpose of this step in the grievance procedure is to resolve the issue giving rise to the grievance at the lowest level. An employee with a grievance will inform the first level of authority in his or her Supervisory Chain of Command (immediate supervisor), of the nature of the grievance within ten (10) working days after the grievant is aggrieved or becomes aware of a grievable situation. A copy of the informal grievance will be provided to the Point Mugu Labor Relations Officer, Code 731000E. The employee and/or his/her representative may elevate the grievance to the formal stage if resolution is not reached within ten (10) working days after the informal grievance is filed. This timeframe may be extended at the mutual consent of all parties.

**b. Step 2.**     Formal Stage: If the grievance cannot be resolved at the informal level, the employee will inform the second level of authority in his or her Supervisory Chain of Command (second level supervisor), of the nature of the grievance within 15 working days of his/her receipt of the decision at the informal stage. A copy will be provided to the Point Mugu Labor Relations Officer, Code 731000E. The grievance will be presented in writing, signed by the grievant or his/her representative and shall identify:

- (a) The basis for the grievance.
- (b) The date of the occurrence or awareness of the incident being grieved.
- (c) The corrective relief sought.
- (d) The date of receipt of the Informal Stage decision.
- (e) The identity of the representative, if any.

An inquiry into the matter will be made by the Employer. The grievant, his representative, if any, and the Union President will be informed of the findings within fifteen (15) work days from the date upon which the grievant presented the grievance.

EXCEPTIONS:   (1) For Merit Promotion Rating/Ranking grievances only, the first step shall be with the Point of Contact for the Point Mugu Operations Division, Human Resources Department, the second step shall be with the Operations Division Head, Human Resources Department, and the third step shall be with the Head, Human Resources Department.

**c. Step 3.**   If the grievant is dissatisfied with the solution arrived at through Step 2, the grievance may be forwarded in writing to the Commanding Officer, Naval Air Weapons Station, Point Mugu, with a copy to the Point Mugu Labor Relations Officer, Code 731000E, within fifteen (15) work days of his/her receipt of the decision at the second step. The Commanding Officer or his designee shall conduct an inquiry and may meet with the grievant, and his/her representative. A written decision on the grievance will be given to the grievant and the Union President within ten (10) work days after the closing date of the inquiry. Such inquiry shall be accomplished within five (5) workdays following receipt of the second step grievance.

c. **Step 4.** If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration. A written request to go to Arbitration must be submitted to the Point Mugu Labor Relations Officer, Code 731000E, within fifteen (15) workdays following receipt of the Step 3 decision.

**SECTION 7.** Full and open discovery of information pertinent to a grievance shall be the goal of the Union and the Employer. Requests for information by the Union will be put in writing and submitted to the Point Mugu Labor Relations Officer, Code 731000E. Each request will clearly identify the information requested.

**SECTION 8.** The time limits in this Article may be extended by mutual agreement between the grievant, his/her representative and the Employer. A grievant may withdraw the grievance at any time. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the grievant to present the grievance to the next step. The Employer will provide the Union President with a written explanation for the untimeliness of a response. The explanation will be signed by the official having action on the untimely response. If the grievant or his/her representative fails to observe the above stated timeframes, a determination regarding the timeliness will be made by the arbitrator, if arbitration is invoked by the union.

**SECTION 9.** If the grievant(s) resigns, dies, or is separated from the unit by any action before a decision is reached on the grievance, and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision. The Union reserves the right to pursue within agreed time limits any grievance that is in the common good for other employees of the unit.

## ARTICLE 31

### ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, either the Employer or the Union may within fifteen (15) work days after issuance of a Step 3 final decision submit a written request for arbitration. Only the Employer or the Union may submit a grievance to arbitration.

SECTION 2. The Parties shall meet to select a panel of arbitrators who will be used for all arbitration cases during the life of this Agreement. The panel shall consist of not less than seven (7) names of currently active arbitrators. If at any time during the life of this Agreement an arbitrator listed becomes unavailable due to retirement, death, etc., and there remains fewer than seven (7) arbitrators, the Parties shall meet to select a replacement.

SECTION 3. The party invoking arbitration must take action within 120 days to initiate joint selection of the arbitrator and scheduling of the arbitration date, or the grievance will be rendered moot.

SECTION 4. The arbitrator's fee and expenses shall be borne by the losing party. The arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated the losing party, the arbitrator shall determine the percentage of arbitration cost to be paid by each party. Where the Union and the Employer mutually request a transcript or the arbitrator requests a transcript, the cost will be shared, otherwise the party requesting the transcript shall bear the expense. The Union and the Employer shall share equally the expense of any mutually agreed upon services.

SECTION 5. The arbitration hearing will be held, if possible on the Employer's premises and during the regular day shift hours. An arbitrator will be jointly hosted by the Employer and the Union as an official visitor. The arbitration hearing will be held at a mutually agreed upon location. The Union representative, the grievant, or any employee called as a witness will be granted official time to the extent necessary and during which they would otherwise be in a duty status to participate in the official

proceedings. As necessary, duty hours of participants will be changed to meet the needs of an arbitration hearing. The intent is that an employee shall not suffer a loss of pay or benefits as a result of his/her participation in an arbitration proceeding. However, overtime is not appropriate for participation in arbitration hearings.

**SECTION 6.** The arbitrator will be requested to render a decision within thirty (30) calendar days following the conclusion of the hearing.

**SECTION 7.** The arbitrator's decision is binding on the Parties; however, either Party may file an exception to the decision with the Federal Labor Relations Authority in accordance with the Act.

**SECTION 8.** The arbitrator will not change, modify, alter, delete or add to the provisions of this Agreement. Such right is the prerogative of the Parties only.



**ARTICLE 32**  
**UNION FACILITIES**

**SECTION 1.** The Employer will continue to provide the current space located in Trailer 10097 and SNI or like accommodations (minus the spaces as follows: showers, kitchen, dining room where copier is located) to the Union for its exclusive use to represent and service the bargaining unit employees and to conduct necessary Union functions.

**SECTION 2.** The Union's phone number will be listed in the phone books of the Employer. The Union will pay all toll charges or use a credit card for toll calls not permitted in applicable instructions/regulations or for non-representational duties. The Employer will pay toll charges, up to \$350 per fiscal year, that are associated with the Union's representational duties. Any toll charges over this amount will be paid by the Union.

**SECTION 3.** Subject to prescribed security considerations the Employer's facilities may be used for Union meetings, outside of regular working hours upon written request by the Union.

**SECTION 4.** The Employer may provide space for announcements of Union meetings and other activities in the base newspaper, i.e., The Missile, subject to the provisions of applicable Public Affairs regulations.

## ARTICLE 33

### UNION DUES WITHHOLDING

**SECTION 1.** An employee of the unit may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 and submitting it to the Payroll Office via the Union representative and the Point Mugu Labor Relations Officer, Code 731000E. The allotment will be effective the first full pay period after the Standard Form 1187 has been received in the Payroll Office, provided the form is received by the Payroll Accounting Branch three (3) working days prior to the beginning of the pay period.

**SECTION 2.** The Union is responsible for procuring the Standard Form 1187, distributing the form to its members, certifying to the amount of the dues, delivering the completed forms to the Point Mugu Labor Relations Officer, Code 731000E; educating its members on the program for allotment and payment of dues, the voluntary nature of dues allotment and the uses and availability of the Standard Form 1187.

**SECTION 3.** An allotment will be terminated when an employee leaves the unit as a result of resignation, retirement (or other separation from the rolls of the activity), or other personnel action (except temporary promotion or detail); when the dues withholding agreement between the activity and the labor organization is suspended or terminated; when the employee has been suspended or expelled from the labor organization, or upon request by the employee.

**SECTION 4.** The Union will notify the Point Mugu Labor Relations Officer, Code 731000E, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

**SECTION 5.** An employee may not revoke a dues withholding allotment for a period of one year from the effective date of the allotment. Employees who have had a dues allotment in effect for one year may revoke their dues withholding effective the first pay period following the anniversary date of their signing the allotment form provided the revocation form is received by the Point Mugu Labor Relations Officer, Code 731000E prior to the anniversary date. Standard Form 1188 (Revocation Form) may be

obtained from the Point Mugu Labor Relations Officer, Code 731000E.

**SECTION 6.** Whenever a revocation Standard Form 1188 is received by the Point Mugu Labor Relations Officer, Code 7310000E a copy of the completed form will be sent to the Union.

**SECTION 7.** The Payroll Office will forward to the Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169, within three (3) work days after each payday all the following:

a. A list in duplicate which will contain the name and payroll number of each employee member of the Union on voluntary allotment, and the amount of such allotment deduction made for such employee member. A copy of the list will also be sent to the Union President.

b. A check drawn by the Finance Office on the Treasury of the United States and made payable to the Comptroller, Fiscal Office, National Association of Government Employees, in an amount equal to the total of all such monetary allotment deductions.

c. At least three (3) work days prior to the start of a new pay period, the Union will notify the Employer of any error which it believes has been made in the amount of dues previously transmitted. Upon verification of an error reported by the Union or discovered by the Employer, the Employer will make an appropriate adjustment in the amount transmitted for such new pay period. An explanation of any such adjustments will accompany the check in which such adjustment is reflected.

**SECTION 8.** This Article is subject to revision at such times as may be necessary to comply with changes in Navy or OPM Instructions. It is also subject to revision at such time as the Union will change the address to which remittance checks are to be sent or if the Union will change the amount of dues to be allotted. In the latter case, the Union will give all employee members notice of such change in the amount of the dues. Any such change in the amount of an employee's regular dues, with consequent change in the amount of the allotment of such employee per biweekly pay period, will become effective with the deduction made on the first pay period after the notice has been received by the Point Mugu Labor Relations Officer, Code 731000E.

**SECTION 9.** If this Agreement cannot be renegotiated by its termination date because of impasse, third Party proceedings involving a negotiability dispute, or a unit representation question, dues withholding arrangements as set forth in this Article will continue until the matter is resolved. Failure by the Parties to agree on an extension of the Agreement.

## ARTICLE 34

### PUBLICIZED AGREEMENT

SECTION 1. The Employer shall reduce this Agreement and amendments to a pocket-size booklet. The Union and Employer recognize the individual employee's responsibility of obtaining the current Agreement. Each bargaining unit employee will be authorized reasonable official time to obtain a copy of the Agreement and amendments from the Union office.

SECTION 2. The Union may post a copy of this Agreement on the approved boards.

SECTION 3. All new or reinstated employees will be advised of the Union's exclusive recognition status and present.

## ARTICLE 35

### DURATION OF AGREEMENT AND AMENDMENTS

**SECTION 1.** All provisions of this Agreement will become effective on the date of approval by the Department of Defense or in accordance with the Act.

**SECTION 2.** This Agreement will remain in full force and effect for a period of three (3) years from the date of approval. Thereafter, the Agreement will be updated to conform to law and regulation and be submitted for approval as provided for in Section 1 of this Article to extend for periods of one (1) additional year, unless either Party submits to the other Party a written request to renegotiate this Agreement. This request must be submitted not more than ninety (90) days and not less than sixty (60) days prior to the terminal date of the Agreement. This Agreement will terminate and not be enforceable at any time it is determined that the labor organization is no longer entitled to exclusive recognition or after such recognition has been relinquished by the labor organization.

**SECTION 3.** This Agreement is subject to modification or amendment as follows:

a. Amendment(s) may be necessary after the effective date of this Agreement because of changes in applicable laws or Executive Orders. When this occurs, the Parties will meet to bring the contract in conformance with the requirements of such laws or Executive Orders.

b. This Agreement is subject to modification or amendment(s) by mutual consent of the Parties. Request for amendment(s) by either Party must be in writing and must include a summary of the proposed amendment(s). The Parties will meet within fourteen (14) calendar days after receipt of the proposed amendment(s) to discuss the matter.

c. If the Parties agree that modification(s) or amendment(s) are warranted, they will proceed to negotiate the matter. No changes will be considered except those having a bearing directly on the subject matter(s) agreed to by the Parties.

**SECTION 4.** Amendment(s) as agreed to under Section 3 will, upon acceptance by both Parties and approval in accordance with Section 1 of this Article, become a part of and subject to the same terms as this basic Agreement.

**SECTION 5.** When renegotiation is in progress, but will not be completed by the terminal date of the existing Agreement, the Agreement may be extended for a specific period by mutual consent of the Parties.

## ARTICLE 36

### COMMERCIAL ACTIVITIES

SECTION 1. The Employer and the Union retain their rights with respect to commercial activities as provided in 5 U.S.C. 7106.

SECTION 2. As requirements become known, the Union will be notified, in writing, of the functions scheduled for study under the Commercial Activities Program.

SECTION 3. Both parties recognize the importance of an accurate Performance Work Statement (PWS). The Union will be provided an opportunity to review the PWS during developmental stages for commercial activity studies that affect bargaining unit employees. The solicitation process will not be delayed by these reviews. Comments provided by the Union will be carefully considered by the Employer. A copy of the PWS will be provided to the Union when it is made public.

SECTION 4. The union will be advised of commercial activity study decisions. The Employer agrees to negotiate the impact and implementation of these decisions if requested by the Union.



THIS AGREEMENT, executed on the 27th day of November, 1996 by the Parties hereto as evidenced by the following signatures:

For the Union:  
National Association of  
Government Employees (NAGE)  
Local R12-33

For the Employer:  
Naval Air Warfare Center  
Weapons Division, Pt Mugu Site

[REDACTED]  
Chief Negotiator

[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
Negotiator

[REDACTED] [REDACTED]  
Negotiator

[REDACTED]  
Negotiator

[REDACTED]  
Negotiator

[REDACTED]  
Negotiator

[REDACTED]  
Negotiator

[REDACTED]  
Negotiator

[REDACTED]  
Negotiator

[REDACTED]  
Negotiator

[REDACTED] [REDACTED] [REDACTED]  
Rear Admiral, U. S. Navy  
Commander, Naval Air Warfare Center  
Weapons Division

SIGNED THIS \_\_\_\_TH DAY OF \_\_\_\_\_ 1996.

