

NEGOTIATED AGREEMENT

Between

Naval Education and Training Center

Naval War College

Commissary Store, Newport

Naval Hospital

Naval Justice School

Commissary Store Division, Newport

Navy Publication and Printing Service

Detachment Office, Newport

and the

American Federation of

Government Employees

Local 190

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PREAMBLE

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978 (hereinafter referred to as Title VII), this Agreement is entered into by the following activities at the naval Education and Training Center Complex, Newport, Rhode Island :

1. Naval Education and Training Center
2. Naval War College
3. Commissary Store, Newport
4. Naval Hospital
5. Naval Justice School
6. Commissary Store Division, Newport
7. Navy Publications and Printing Service Detachment Office, Newport

WITNESSETH

In consideration of mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees, to establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest.

Now, therefore, the parties hereto agree as follows:

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

SECTION 1.

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit (as defined in Section 2), and the Union recognizes the responsibilities of representing, without regard to Union membership, the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in this Agreement.

SECTION 2.

The recognized unit for each activity shall include all current and future non-supervisory employees of that activity (with a duty station in the Narragansett Bay Area) with the following exceptions:

a. The recognized unit for each activity, except the Naval Hospital, includes all Wage Grade and General Schedule employees and excludes management officials, employees engaged in Federal personnel work other than in a purely clerical capacity, professional employees, police and guards and fire protection employees.

b. The recognized unit for the Naval Hospital includes all professional and non-professional General Schedule and Wage Grade employees and excludes management officials, employees in Federal personnel work other than in a purely clerical capacity, professional employees, police and guards and fire protection employees.

ARTICLE II

PROVISIONS OF LAW AND REGULATIONS

SECTION 1.

It is agreed and understood by both parties that in the administration of this Agreement, both parties are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Navy policies and regulations in existence at the time this Agreement is approved; and by subsequently published Navy policies and regulations required by law; or by regulations of appropriate authorities; or authorized by the terms of a controlling agreement at a higher agency level.

ARTICLE III

APPROPRIATE MATTERS

SECTION 1.

It is agreed and understood that matters appropriate for consultation or negotiation between the parties are policies, programs, procedures and practices or other matters relating to or affecting general working conditions of employees in the Unit which are within the discretion of the Employer, including such matters as safety, training, labor-management relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

SECTION 2.

Consultation is defined as any dialogue, either oral or written between management and labor organization officials, on specific issues. Consultation, unlike negotiation, does not involve joint decision making and the consultative process need not necessarily result in agreement between management officials and representatives of the labor organization. Meaningful consultation should, however, result in a careful definition of the matter of problem at issue and result in an objective exploration and consideration of the organization's views and suggestions thereon.

SECTION 3.

It is agreed and understood that the Employer will consult with the Union before making changes in existing benefits, practices, and understandings which are presently covered by written directives or when planning new written directives regarding benefits, practices and understandings.

SECTION 4.

It is recognized that this Agreement is not in itself all-inclusive in that certain working conditions or conditions of employment may occur that may not be specifically covered herein; however, this does not preclude the responsibility of either party to meet with the other for the purpose of exchanging views in an effort to resolve matters not covered by this Agreement. The obligation to negotiate, however, is specifically limited to those matters which are covered by this Agreement which are within the discretion of the Employer.

SECTION 5.

The Union agrees that, prior to filing any appeal, petition, charge, suite, or other such action with jurisdiction outside the employer (as defined in the preamble), a formal notification of intent will be filed with the employer, not less than 10 days prior to initiating such action. The employer will provide similar notification to the Union, with the exception of action taken in response to matters covered by Section 7116(b) (7) (A) of Title VII. For the purpose of this section, the term “jurisdiction outside the employer” includes but is not limited to:

- Other federal agencies
- State and Federal courts.

ARTICLE IV

AREAS OF MANAGEMENT JURISDICTION

SECTION 1.

It is agreed that the customary and usual rights, function, and authority of management are vested in the employer. Included in this responsibility is the right.

(A) To determine the mission, budget, organization, number of employees and internal security practices of the agency; 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 to take other disciplinary action against such employees;
- (2) To assign work, to make determination with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- (3) With respect to filling positions, to make sections for appointments from—
 - (a) Among properly ranked and certified candidates for promotions; or
 - (b) Any other appropriate source, and
- (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2.

In prescribing regulations relating to personnel policies and practices and working conditions, the employer shall have due regard for the obligations imposed by this Agreement and the provisions of Title VII, CSRA; however, the obligation to meet and confer does not include matters with respect to the numbers of employees, numbers, types and grades or positions of employees assigned to an organization unit, work project, or tour of duty, technology of performing work, or matters pertaining to National Security.

ARTICLE V

RIGHTS OF EMPLOYEES

SECTION 1.

The employer and the Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and action for the union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

SECTION 2.

The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that the employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

SECTION 3.

The terms of this Agreement do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the Union or the Employer.

SECTION 4.

This Agreement, or its provisions, may not, in any manner, diminish or impair any rights which would otherwise be available to any employee in the absence of such an Agreement.

SECTION 5.

Managerial employees and supervisory personnel may be members of Local 190 of the American Federation of Government Employees, but shall not hold office in, participate in the management of, or represent Local No. 190.

SECTION 6.

An employee is not authorized by Title VII to assist a labor organization or participate in its management or present it, if such activity could result in a conflict or apparent conflict of interest or be incompatible with law or the official duties of the employee.

ARTICLE VI
RIGHTS AND RESPONSIBILITIES
OF THE UNION

SECTION 1.

A. The union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with respect to the formulation, development and implementation of policies and programs affecting working conditions in accordance with the provisions of Title VII.

B. In the exercise of these rights and responsibilities, Stewards and Activity Vice Presidents shall represent only those employees also employed in the Unit in which they themselves are employed. They shall not have any right to accept, present or pursue grievances on behalf of employees from any other Activity.

C. "The Union hereby subscribes to and agrees to abide by the Standards of Conduct for Labor Organizations as published in Section 7120 of Title VII, and the AFL-CIO codes of ethical practices, and to refrain from engaging in unfair labor practices as outlined in Section 7116(b) of Title VII."

ARTICLE VII UNION REPRESENTATION

SECTION 1.

The Employee agrees to recognize Area Stewards, duly authorized by the Union as their representatives, on appropriate matters and grievances. The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized Union representatives, together with the Employer on a current basis, a complete list of all authorized Union representatives, together with the designated areas each is designated to represent. The number of Area Stewards to be recognized at each Unit are as follows:

Naval Education and Training Center: 12

Naval War College: 4

Commissary Store, Newport: 2

Naval Hospital: 4

Naval Justice School: 1

Commissary Store Division, Newport: 1

Navy Publications and Printing Service Detachment Office, Newport: 1

The Vice President at each activity will provide the Senior Command Official of the Activity with the name and phone number of a Union official who will be available to perform representational functions as set forth in the Agreement, at times outside normal day-shift duty hours, in the event there is no steward available.

SECTION 2.

The appropriate Union representative shall represent the Union and the Employees in meeting with officials of the Employer to discuss appropriate matters of mutual interest. They may receive and investigate complaints or grievances of employees of the Unit on Government time and property. Solicitation of memberships and activities concerned with the internal management of employee organization such as collection of dues, membership meetings, campaigning for offices, conduct of elections and distribution of literature will not be conducted during working hours.

SECTION 3.

The employer agrees that the appropriate Union representatives will be allowed to leave their work areas for a reasonable time necessary to carry out authorized duties as specified in Section 2, above. Union representatives will inform their supervisor regarding the nature of the business to be conducted, the expected duration of their absence, and a telephone number where they may be contacted. Before meeting with another employee to discuss a complaint or grievance, the Union representative will obtain the permission of the supervisor of the employee being contacted.

SECTION 4.

The Employer shall favorably endorse requests from local Union Officers to have access passes to the Employers' premises approved and issued to National Union Officers and Representatives of AFGE for the purpose of carrying out the functions prescribed by this Agreement.

ARTICLE VIII

BASIC WORK WEEK AND HOURS OF WORK

SECTION 1.

It is agreed that the principle listed below will be observed by the Employer in scheduling work weeks of both graded and ungraded employees, except in situations where the Employer determines that the activity would be handicapped in carrying out its missions or when costs would be substantially increased.

a. Employees' work schedules shall be maintained as stable as practicable. Employees will be given notice as soon as possible in advance of the administrative work week when changes are to occur.

b. The administrative work week shall be seven (7) consecutive days, Sunday through Saturday. The basic forty-hour work week shall be scheduled on five days which shall be Monday through Friday or Tuesday through Saturday, whenever possible.

c. In general, the working hours in each day will consist of work plus a 30-minute lunch period, except for employees who are assigned to other basic weeks deemed necessary by the Employer to carry out the mission or the activity.

d. Part-time employees shall be scheduled for less than forty hours in one work week.

e. In the service-type functions where services must be provided around the clock and/or on all days of the week, work schedules will be fixed according to the need for the services. When Saturday and/or Sunday are scheduled as basic work days, the non-work days corresponding to Saturday and/or Sunday will, whenever practicable be consecutive. Changed work schedules for service-type employees shall be a minimum duration of one week.

SECTION 2.

Whenever the scheduling of work days or work weeks that differ from the ones currently in effect is contemplated, it is agreed that the Union will be informed of the schedules contemplated and will be given an opportunity to represent their views and recommendations for consideration before the new schedule is placed into effect.

SECTION 3.

It is agreed that reasonable time, as determined by the supervisor, shall be allowed employees in dirty jobs for personal cleaning prior to scheduling lunch periods and prior to the close of the shift. Time required and allowed will vary depending on work areas and conditions. In the same manner, a reasonable amount of time will be allowed to employees for the storage, clean-up and protection of Government property, equipment and tools prior to the end of the work day.

SECTION 4.

When directly related to improving efficiency, a supervisor will provide employees in the Unit with a reasonable rest period/work break.

SECTION 5.

When general Administrative Excused Leave is granted:

a. With the exception of those wage grade employees whose appointments are limited to 90 days or less and who have not been continuously employed for 90 days, all non-essential employees who report for work shall be Administratively Excused for the period of excused leave as established by law and regulation.

b. Employees who are on annual or sick leave for the entire day will not be considered in work status, and therefore, will be charged appropriate leave for the entire day.

c. Employees who, after having been on duty during the first part of the day, absent themselves on either annual or sick leave before notice of early dismissal is received will be charged appropriate leave for the balance of the work day.

d. Employees who apply for and are granted leave after receipt of formal notification of scheduled early dismissal shall be charged leave for that period between departure on leave and actual early dismissal.

e. Controversial cases involving excused absence will be referred to higher authority though the normal chain of command.

f. The Employer shall publish in an annual notice, a listing of employees determined to be essential during snow condition one.

SECTION 6.

When it becomes necessary for the employer to assign employees in work sites beyond the perimeter of the Naval Education and training Center, East Side of Narragansett Bay, the Employer will:

a. Direct such employees to report to their regular work center for transportation to the site by government vehicle and return at the conclusion of shift.

Any arrangement between Employer and employee for the latter to drive by private vehicle to an off-base site without compensation is acceptable. The Employer may write orders for individuals directed to off-base work sites if necessary. These orders would result in compensation to the employees permitted by the Joint Travel Regulations.

SECTION 7.

When it became necessary for the Employer to assign employees to work sites within the perimeter of the Naval Education and Training Center, East Side Narragansett Bay, at other than their regular work sites, such employee will normally report to their regular work center for transportation to the site by Government vehicle and return at the conclusion of the shift. Due consideration will be given to the availability of head and rest facilities along with the type of work performed in considering the need for leaving the work site for eating and breaks. The above will not preclude any arrangement between the Employer and employee for the latter to drive by private vehicle to his work site without compensation is mutually agreed.

SECTION 8.

Individual temporary changes in tours of duty will be distributed equitably among qualified employees. A record of employees involved in changes of tours shall be maintained by the Employer and can be reviewed by the steward.

ARTICLE IX

OVERTIME

SECTION 1.

Authorized time spent in excess of eight hours a day or 40 hours a week shall be considered overtime work. Fifteen minutes is the minimum period of overtime that can be authorized.

SECTION 2.

As started in Article IV, the Employer reserves the right to determine the personnel by which operations are conducted; however, it is agreed that, in general, scheduled overtime assignments shall be rotated fairly and equitably to all employees in their particular job rating and in their assigned work area, understanding that unforeseen requirements may preclude an automatic rotation of overtime assignments. Suitable records of overtime worked and refused must be maintained by supervisory employees of the sections to assure that each employee receives substantially the same consideration.

SECTION 3.

In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible and further agrees to give due consideration to an employee's personal circumstances, e.g., availability of transportation, when he requests relief from an overtime assignment provided that is reasons, in the Employer's judgment, are valid and another qualified employee is available and willing to accept the assignment. However, in cases of emergency or breakdown of equipment, where little or no advance notice may be possible, an employee is required to accept an overtime assignment.

SECTION 4.

It is agreed that the fact an employee has been on approved leave shall not necessarily preclude him from being assigned overtime work under emergency conditions. However, this is not to be construed as requiring the Employer to contact the employee on leave when overtime work is to be performed.

SECTION 5.

An employee shall receive at least two hours pay at the applicable overtime rate if he/she is called back to perform work at a time outside of and unconnected with his/her normal work day on an overtime basis. Employees will not be retained in a standby status after completion of assigned tasks if their services are not required further.

SECTION 6.

When permitted by applicable law and regulations, graded employees whose rate of basic pay is at or below the maximum scheduled rate of basic scheduled rate of basic compensation for Grade GS-10 may choose between overtime pay and compensatory time off for all irregular or occasional overtime work they are required to perform.

SECTION 7.

In scheduling employees to work on holidays, the employees will be guided by the requirements of applicable laws and regulations.

SECTION 8.

Employees performing overtime assignments will be provided reasonable rest periods/work breaks on the same basis as provided in Article VIII, Section 4.

ARTICLE X

SICK LEAVE

SECTION 1.

Employees shall earn Sick Leave in accordance with applicable statutes and regulations. The Union recognizes the importance of Sick Leave and the obligation of the employee to utilize Sick Leave only when incapacitated for performance of duty by sickness, injury or other valid reason.

SECTION 2.

Request for Sick Leave for medical, dental or optical examinations or treatment shall be submitted for approval in advance of the appointment.

SECTION 3.

A Medical certificate in support of an application for sick Leave of three days or less will normally not be required. Such a certificate will, however, be required in individual cases if the Employer has reason to believe the employee is abusing Sick Leave privileges. In such cases, the employee shall first be warned orally that, because of his questionable Sick Leave Record a medical certificate may be required for such subsequent absence on Sick Leave. If this does not bring about an improvement in his/her Sick Leave Record, he/she will be advised in writing that all future requests for Sick Leave must be supported by a Medical Certificate. This written advice will also explain fully why the employee is suspected of abusing Sick Leave. The requirement for a Medical Certificate will be reviewed annually and will be rescinding in writing at such time as improvements in the Employees' Sick Leave Record warrants. Normally, official written notice of suspected abuse of Sick Leave will not be issued when the absences are supported by a Medical Certificate.

SECTION 4.

Periods of absence on Sick Leave in excess of three (3) work days must be supported by a Medical Certificate, normally to be filed within five (5) calendar days after returning to duty.

SECTION 5.

Medical examination upon return from sick absenteeism will not usually be required, however, employees will be required to furnish a Medical Certificate to substantiate leave in excess of three (3) days. Exception; in cases where health standards of the position require a physical examination prior to returning to work, consistent with 5 CFR 339, (e.g., food service workers, nursing service). In such cases a medical examination will be required after absences of three (3) days or more.

SECTION 6.

Sick Leave, not to exceed thirty (3) days, may be advanced in cases of serious illness or disability, except Sick Leave shall not be advanced to an employee holding a limited appointment or one expiring on a specific date, in excess of the amount to accrue during the remainder of the appointment; shall not be advanced to an employee known to be contemplating separation by retirement or resignation; and in any other case, there should be reasonable expectation of return to duty as a prerequisite to advance Sick Leave. It is normal to require the use of available Annual Leave, with the possibility of an employee retaining of back of ten (10) days' Annual Leave, before advancing Sick Leave.

SECTION 7.

An employee requesting absence for maternity reasons may be granted as many as three separate kinds of leave: sick leave, annual leave and leave without pay. The length of absence is to be determined by the employee, her physician and her supervisor.

a. Sick Leave may be used to cover the time required for physical examinations and to cover the period of incapacitation. After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for care of the child. Such additional leave requirements may be taken care of by the use of available annual leave or leave without pay.

SECTION 8.

When the Industrial Medical Officer recommends light duty for an employee of the Unit, the Employer agrees to assign him to light duty for up to one pay period whenever practicable. It is agreed that the employer will have to consider each request is an isolated case under the current conditions, with the basic criteria being the ability of the employee to perform the available work.

ARTICLE XI

ANNUAL LEAVE

SECTION 1.

A. Employees shall accrue Annual Leave in accordance with existing Laws and Regulations. Approval of an employee's request for available Annual Leave shall be granted, subject to the needs of the Employer, when his request is submitted with reasonable advance notice.

B. It is agreed that employees in service-type functions will request Annual Leave a minimum of four days in advance of the administrative work week in which the leave is requested, except in circumstances of unforeseen emergencies.

SECTION 2.

It is agreed that during the year starting 1 January, and not later than 1 April, the Employer will schedule Annual Leave for the calendar year for vacation purposes, when requested, for periods of not less than two (2) weeks duration. If a conflict arises during such scheduling, it is agreed that the employee who possesses the earliest service computation date will be given first choice of the desired time, with subsequent choices based on the same criteria. After 1 April, Leave will be considered on a "first-in, first priority" basis and shall not be subject to the earliest computation data provisions of this section. Once an employee has made his/her choice, the employee shall not be permitted to change his/her choice, if by doing this would disturb the choice of another employee.

SECTION 3.

Notification of disapproval using Standard Form 71 shall be forwarded to the employee as soon as practicable after submission of his/her request. Disapproved application shall include the reason(s) therefore.

SECTION 4.

If, for any reason, the employer schedules or effects a shutdown of an activity or section of an activity, employees who cannot be assigned to other work may be required to use annual leave. Normally, 24 hours notice will be given in such cases. However, occasionally employees may be required to use annual leave with less than 24 hours advance notice, so long as notice can be given before the end of their shift immediately preceding the one on which they are to be placed on leave.

SECTION 5.

In the event work cannot be provided and an employee does not have sufficient annual leave to his credit, the employer agrees to advance annual leave to employees holding permanent status to cover the period to shutdown, not to exceed the amount of leave the employee would be expected to accrue during the balance of the leave year.

SECTION 6.

Before the employer institutes a policy of forced Annual Leave affecting all or a major segment of an activity due to workload or other compelling reasons, he shall consult with the Union concerning the method for the implementation thereof.

ARTICLE XII

LEAVES OF ABSENCE

SECTION 1.

Employees may be granted accrued Annual Leave or Leave Without Pay to accept temporary organization positions or to attend conventions or meetings of labor organizations as defined in Title VII. Employees may be granted Leave of Absence, initially not to exceed one year, for other purposes in accordance with the provisions of the applicable Civilian Manpower Instruction or Civilian Personnel Instruction.

SECTION 2.

An employee absent on approved extended leave will normally be carried on the rolls during the absence in the position and grade held at the time his leave commenced.

SECTION 3.

The Employer recognizes the bumping and retreat rights of an employee on approved leave of absence situations where the employee is affected by reduction-in-force action during his leave of absence. It is agreed and understood that an employee on approved leave of absence has the same bumping and retreat rights in reduction-in-force situation as he would if he/she were in duty status.

SECTION 4.

Employees who are absent on approved leave without pay for periods up to one (1) year accrue all rights and privileges with respect to coverage under the Federal Employees' Group Life Insurance and Federal Employees' Health Benefits Program. However, an employee granted leave without pay to serve as a full-time officer or employee of employee organizations may elect, within 60 days to continue health insurance coverage and group life insurance coverage for as long as he/she is in this leave without pay status. If an election of this kind is made, the employees must pay to his employing office both the employees withholding and the Government contributions to cover the premium cost of the health and life insurance plans in which he/she enrolled.

ARTICLE XIII

REVIEW OF POSITION AND JOB DESCRIPTIONS

SECTION 1.

Prior to submission for classification action, the individual supervisor concerned will advise the employee concerning any change to the employee's position description.

SECTION 2.

When an employee alleges inequities in his/her position classification or job rating, he/she shall be furnished information by the Employer on appeal rights and procedures. He/she may elect to be represented or assigned by the Union representative in discussing the matter with his/her supervisor or with representatives of the Consolidated Civilian Personnel Officer in reviewing classification standards or rating definitions that pertain to his/her rating or position or in pursuing an appeal.

SECTION 3.

All levels of supervision will guarantee and protect the rights of employees to seek this review. If the descriptions are inconsistent with the work requirements, corrective action will be taken.

SECTION 4.

The Employer agrees to evaluate employee-initiated requests for revision or amendment of position descriptions expeditiously, normally within fifteen (15) working days after receiving such request in specific, written terms from the employee. If the evaluation supports the need for revision or amendment, the Employer agrees to complete processing within an additional twenty (20) working days. Should circumstances preclude processing within these time limits, or should the supervisor not concur in the need for revision or amendment, the Employer agrees to advise the Union and the employee, outlining the reason(s).

SECTION 5.

The words "other duties as assigned" relative to the employee's position description shall refer only to those duties that are reasonably related to the position and qualifications of the employee. However, it is recognized that the content of a position description in no way limits the Employer's rights to assign duties to an individual or to direct employees to perform duties as may be necessary.

SECTION 6.

The Union agrees that requiring employees of the Unit to perform general clean up of their individual work area is not incompatible with the duties and functions of the employee's basic position.

ARTICLE XIV

TEMPORARY ASSIGNMENTS AND DETAILS

SECTION 1.

It is agreed that non-competitive temporary promotions and details to higher grade will be made as needed from among well-qualified employees, selected from organizational segments, as determined by the supervisor of the position to be temporarily filled. Temporary promotions will not normally be made for periods of less than thirty (30) days.

SECTION 2.

In instances when the time worked is in excess of three (3) weeks in a higher classification than normally assigned, and provided the employee is not the designated relief of the incumbent of the higher classified position as evidenced by the official position descriptions, the time shall be documented and entered into the employee's personnel file for crediting to his/her experience qualifications. When the employee is the normal relief of the higher classified position, detail or temporary promotion procedures in Section 1, above may be utilized if the period of the incumbent's absence exceeds thirty (30) days.

SECTION 3.

Details will be utilized in accordance with applicable laws, rules and regulations.

ARTICLE XV

MERIT STAFFING

SECTION 1.

When action is taken to fill vacancies within the Activity, procedures used will be consistent with the policies of the Office of Personnel Management and the Department of the Navy, and the policies and procedures contained in the NETCNPTINST 12335 (Merit Staffing), and this Agreement.

SECTION 2.

It is recognized that merit promotion is but one means of filling a vacancy and that other means may be properly used concurrently or to the exclusion of the Merit Promotion process. Selections are subject to the restrictions in filling vacancies under the DOD Program for Stability of Civilian Employment.

SECTION 3.

The identification, qualification, evaluation, and selection of candidates shall be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race color, sex, national origin, non-disqualifying physical handicap, or age and shall be based solely on job criteria.

SECTION 4.

Management has the right to take various actions in lieu of announcing vacancies. Some examples follow:

- a. Selections from OPM registers.
- b. Reinstatement to the same or lower grade level as the last held permanent grade level.
- c. Reassignment or demotions of employees to positions with no higher potential than the currently held position.
- d. Selection from the RPL at the same or lower grade level from which separated.
- e. Transfers of employees of other federal agencies to the same or lower level with no higher potential than the currently held position.
- f. Selections from the DOD Stopper Lists.

SECTION 5.

The following actions are excluded from the merit staffing procedures as set forth in Section 1 of this article, and from the grievance procedures contained in this agreement.

- a. The promotion of an employee whose position is classified at a higher grade level due to accretion of duties.
- b. Career promotions of employees when competition was held at an earlier date either through appointment from an OPM register or through internal merit promotion procedures.
- c. Temporary promotions of not more than 120 days.
- d. Details of not more than 120 days to higher graded positions or to positions with known promotion potential.
- e. Re-promotion to a level no higher than that from which demoted, of an employee who was demoted through no fault of his/her own and not at his/her own request.
- f. Selections of permanent government employees from OPM registers for higher graded positions or positions with known promotion potential.
- g. The promotion of an employee to any position and/or grade level which he/she formerly held on a permanent basis.
- h. The promotion of an employee to an position with a representative rate which is the same or lower than that of the position currently held, which because of pay setting policies results in a technical promotion only.

i. The reinstatement of a former federal employee to a position with known promotion potential but which is no higher than, and has the same promotion potential as the last held permanent position.

j. The position change (either reassignment, demotion, or promotion) of any federal permanent employee from a position having known promotion potential to a position having no higher potential.

k. The selection of an employee who did not receive proper consideration in a prior promotion case due to a procedural, regulatory, or program violation.

ARTICLE XVI

PERFORMANCE APPRAISALS

SECTION 1.

It is agreed by the Employee and the Union that the Performance Rating Policy will be separated document from this Agreement and will be issued by an NETC Instruction, after consultation with the Union.

ARTICLE XVII

DISCIPLINARY AND ADVERSE ACTION

SECTION 1.

It is agreed that the Employer has the right and obligation to determine the facts relevant to any case in which disciplinary action may result. The process of determining the facts will be known as the pre-action investigation. This may include discussions with employees. Such discussions will afford the employee the opportunity to explain his position and may possible eliminate any necessity for initiating disciplinary action. The Employer agrees that prior to a supervisor taking a written or sworn statement from an employee on matters which may lead to disciplinary action against him, he must be advised at that time of his right to be represented by the Union.

SECTION 2.

An Employee who reasonably believes that an examination or discussion may result in disciplinary action against himself or herself, may request the presence of a Union representative (as designated in Article VII) during the examination or discussion. The following conditions will prevail when an employee requests representation under these circumstances.

A. The right to have a representative present applies only where an employee is being questioned or examined in connection with an investigation; it does not apply to everyday work-related communications between supervisors and employees, nor to discussions concerning job performance.

B. The purpose of the examination is basically to obtain information from the employee. When Union representative is present, the employee will be permitted to consult the representative; however, the union representative is not entitled to answer on behalf of the employee or to bargain with management regarding the results of the investigation.

C. As an alternative to making arrangements for the presence of a Union representative, the management official may terminate the discussion or examination.

SECTION 3.

No determination will be made that disciplinary action is warranted until a written investigation is shown to and discussed with the employee, providing the employee is available. During this discussion, the employee has the right and will be so advised that he may be represented by the Union or any person of his choice who desires to represent him. This right to representation continues and can be invoked by the employee during any further questioning of the employee regarding this matter. The employee will be given the opportunity to comment orally and /or in writing. The investigator will take the employee's reply into consideration in arriving at a decision. If the investigator is someone other than the supervisor, he will submit his written report of investigation to the management official who appointed him. Disciplinary action will only be taken for just cause.

SECTION 4.

Actions taken against employees for disciplinary reasons may include letters of caution or requirement, letters of reprimand, suspensions without pay, reduction in grade or pay and removals.

SECTION 5.

Letter of caution or requirement are nonformal disciplinary actions which may be grieved under the Negotiated Grievance Procedure and processed to final decision at Step 3.

SECTION 6.

Disciplinary actions which result in letters of reprimand may be processed as grievances under the Negotiated Grievance Procedure to a final decision at Step 3. Suspensions for 14 calendar days or less may be grieved to arbitration.

SECTION 7.

The Employer agrees to furnish the Unit employee two copies of the advance notice of proposed suspension for 14 calendar days or less. The notice will inform the employee of his right to be assisted in his written reply by the Union or any person of his choice who desires to assist him. If the employee in his written reply designates the Union to represent him, a copy of all subsequent correspondence to the employee concerning the matter will be furnished to the Union.

SECTION 8.

Adverse actions are those disciplinary actions which result in removal, suspension for more than 14 calendar days, and reduction in pay or grade and those administrative actions which result in furlough without pay. They will be processed in accordance with Office of Personnel Management and Department of Navy Instructions and may be appealed only to the Merit Systems Protection Board. Any employee may submit an appeal at any time after receipt of the notice of adverse decision but not later than 20 calendar days after the adverse action has been effected.

ARTICLE XVIII

REDUCTION-IN-FORCE

SECTION 1.

The Employer agrees to notify the Union of the necessity for a Reduction-in-Force as far in advance as possible and of the reasons therefore. The Employer also agrees to notify the Union of the affected competitive levels and the number of employees, dates of action, and other pertinent information when this information is available.

SECTION 2.

The Employer recognizes its responsibility to reemploy, in accordance with the DOD Program for Stability of Civilian Employment, those employees who have been separated because of the Reduction-in-Force.

SECTION 3.

The activity agrees to make every reasonable effort to minimize the effect of a Reduction-in-Force in the Unit through the reassignment under applicable regulations of the employees to available vacancies for which they are qualified and by providing maximum assistance in out-placement.

SECTION 4.

To the extent permitted by applicable law and regulation, the Activity agrees that an up-to-date retention roster will, upon request, be made available to the Union when a Reduction-in-Force action shall be permitted to inspect the retention register on which his or her name appears.

SECTION 5.

To the extent permitted by applicable law and regulation, an employee affected by Reduction-in-Force action shall be permitted to inspect the retention register on which his or her name appears.

SECTION 6.

The Union will render its assistance in communicating to employees the reason for a Reduction-in-Force action.

SECTION 7.

It is agreed that the Employer will make a reasonable effort to reassign employee whose positions are eliminated. It is agreed that the Employer will make a reasonable effort to train employees where necessary for reassignment when positions are eliminated because of automation or adoption of labor saving devices provided funds and facilities are available and cost of such training is not excessive, and provided that employee has the necessary aptitude as determined by the Employer.

ARTICLE XIX

HEALTH AND SAFETY

SECTION 1.

The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

SECTION 2.

Upon request, the Employer shall provide the Union with copies of reports concerning safety matters, to the extent permitted under applicable laws and regulations.

SECTION 3.

The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. Where established, there will be equal number of labor and management members on safety committees established under this article. This committee will have the following functions:

- (1) Monitor performance of safety and health programs.
- (2) Make recommendations on the operation of the program.
- (3) Promote health and safety awareness of the employees in the unit.
- (4) Review safety suggestions submitted through the Benny Sugg Program.

SECTION 4.

Employees or groups of employees will report conditions which are deemed unsafe or unhealthy and reasonable measures will be taken to eliminate such conditions through standard safety practices and procedures.

SECTION 5.

The Employer agrees to provide protective equipment, as defined in the Department of the Navy Shore Safety Program, in quantities sufficient to the performance of the job.

SECTION 6.

To the extent possible, the Employer agrees to provide clean lunch areas near permanent work sites. Employees will assist in keeping such areas clean.

SECTION 7.

To extent practical, the Employer agrees to arrange for adequate toilet facilities, separate and apart from lunch facilities, hot water, soap, and towels, or drying equipment in reasonable proximity to permanent work sites, and to make whatever adequate arrangements which are practicable at temporary work sites.

ARTICLE XX

COMMITTEE ASSIGNMENTS

SECTION 1.

The Employer agrees that the Union shall have representation on the following boards and committees not covered elsewhere in this Agreement, where such boards and committees have been established:

- a. Equal Employment Opportunity Committee - 1 member
- b. Shop Safety Committee - 1 member
- c. Alcohol and Drug Advisory Committee - 1 member
- d. Civilian Blood Assurance Committee - 1 member

SECTION 2.

Union nominees for committee assignments will meet the same qualification requirements as apply to other members.

SECTION 3.

For each Union representative on the above specified panels and committees, the Union shall furnish the name of one (1) nominee for each specified panel or committee upon request. The Employer may request additional nominees if the representative(s) furnished is/are acceptable.

ARTICLE XXI

COMMUNICATIONS

SECTION 1.

Union representatives shall have reasonable use of the Activities Telephone System for labor relations matters provided no expenses accrues to the Employer, and use of the telephone does not interfere with normal business.

SECTION 2.

The Employer agrees to place the Union on the Distribution List for all activity Instructions and supplemental Notices pertaining to matters affecting civilian personnel.

SECTION 3.

A copy of the Agreement and any future amendment reached hereunder shall be furnished to all employees represented by the Union, and to each new employee covered by this Agreement, such copies to be provided by the Employer.

SECTION 4.

The Employer will make a reasonable amount of space available on unofficial bulletin boards, and when officially requested by the Union will post Union notices of meetings, recreational or social affairs, elections, results of elections, or other appropriate literature.

ARTICLE XXII

CIVIC RESPONSIBILITIES

SECTION 1.

It is the policy of the Employer to grant court leave to employees under proper summons (an official request, invitation, or call evidenced by an official writing), for jury duty and witness service which is on behalf of a governmental entity. The employee shall promptly notify the Employer so that arrangements can be made for his/her absence from scheduled duty. Upon completion of court leave, the Employee will submit to the Employer satisfactory evidence of his/her service together with a complete SF-171. He/she shall be paid in accordance with applicable regulations.

SECTION 2.

Court leave for witness service may be granted only when a governmental entity is a party to the proceeding.

SECTION 3.

It is understood that, in those cases where time and travel permit and where no hardship results, when an employee is excused from jury duty or witness service for one day or a substantial portion of one day, he/she shall be expected to return to duty or be charged annual leave for the time excused.

SECTION 4.

Employees may request assignment to the day shift during periods they are serving on jury duty. The Employer shall normally approve such requests.

SECTION 5.

The Employer and the Union support and encourage employee participation in the Civilian Blood Assurance Program. This program is administered by the Employer and the Union in

conjunction with the Newport Hospital and the Rhode Island Blood Center. Employees donating blood through this program or the Navy (Military) Blood Program will be allowed up to four (4) hours time on the clock when donation occurs during the employee's regular shift hours, with a maximum of eight hours in unusual cases when medically indicated.

ARTICLE XXIII

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1.

When the Employer determines, through his own evaluation or through information furnished by the Union, that a local situation is covered by one or more of the defined categories in Appendix J of FPM Supplement 532-1 the Authorized Environmental Differential will be paid for the appropriate Category.

SECTION 2.

The Employer agrees to notify the Union when additions or deletions are made to local situations for which Environmental Differential Pay is authorized.

SECTION 3.

Either party may request amendments, in the form of additions, changes or deletions, to categories in Appendix J of FPM Supplement 532-1. The type of information to be included in the request is contained in FPM 532-1, Subchapter S-8-7.

SECTION 4.

When the Union determines that a local work situation warrants coverage under categories of Appendix J FPM Supplement 532-1 Subchapter S-8-7 it will notify the Employer of the title of rating performing this work, locations, and nature of the hazardous or unusual work situations to justify payment of Environmental Differential. Within five (5) days of receipt of the Employer's position the parties shall meet for the purpose of negotiating the issue.

ARTICLE XXIV

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

The Employer and the Union agree to adhere to the principles of equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin or handicapping condition; and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

SECTION 2.

Employees who feel that they may have been the subject of prohibited discrimination may be represented by an appropriate Union representative during pre-complaint counseling and at every stage of the complaint proceeding that may follow.

ARTICLE XXV

ALCOHOL AND DRUG ABUSE

SECTION 1.

The Union and the Employees jointly recognize alcoholism and drug abuse as illnesses which are treatable. Employees effected by such illnesses are illnesses are entitled to all rights and benefits provided by law, and the provisions of the Navy Employee Assistance Program.

SECTION 2.

Any employee who is actively participating in a rehabilitation program will be entitled to all rights and benefits provided to other employees who are sick.

ARTICLE XXVI

GENERAL

SECTION 1.

The Employer will semi-annual furnish the Union a list of the names, position titles, grades, and steps of all employees under their jurisdiction.

SECTION 2.

Reasonable office space will be provided by the Employer for maintaining necessary files for the stowage of pertinent Union records, and for the use of the President in conducting activities permitted under the terms of this Agreement. The Union agrees that the President, or in his absence, the Acting President, will be responsible for restricting the use of this office space during working hours to such limits as will ensure a minimum disruption of work assignments.

SECTION 3.

Employees withholding journeyman rating will be required to provide the customary and usual tools of their trade. The Employer agrees to furnish tools peculiar to a particular type of job, tools and equipment not customarily found in the tool kit of fully qualified journeyman and items of an expandable nature.

ARTICLE XXVII

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1.

This Article sets forth the exclusive procedure available to the parties and Unit employees for the consideration of grievances.

SECTION 2.

Any difference as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed or performed, shall be a "grievance" under this Agreement, and except for the exclusions listed in Section 3 to this Article, the procedures provided for herein shall be the exclusive remedies available to the Employer, the Union, and to the employees, for adjustment of such grievance.

SECTION 3.

The Negotiated Grievance Procedures does not apply to:

- a. Matters for which statutory appeals procedures exist. (Appendix A, hereto, is a summary of such matters.)
- b. The content of published agency policy.
- c. Non-selection for promotion from a group of properly ranked and certified candidates.
- d. An action terminating a temporary promotion.
- e. Non-adoption of a suggestion or disapproval of a quality increase, performance award, or other kind of honorary or discretionary award.
- f. Action terminating a temporary or veteran's readjustment appointment.
- g. Action terminating an employee during their trail or probationary period.
- h. Action returning an employee serving a probationary period as a supervisor to a non-supervisory promotion.

SECTION 4.

Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement, or is subject to arbitration under this Agreement, shall be submitted to arbitration.

SECTION 5.

Reasonable time during working hours will be allowed for employees and Union representatives to discuss and present grievances and attend meetings with management officials regarding such grievances. At the point of initiation of a grievance by an employee, the Union can refuse to process the grievance if it lacks merit or there is insufficient evidence available. If the employee chooses Union representation, the grievance procedure that the Union representative accepts the decision of the Employer.

SECTION 6.

Any employee or group of employees in the Unit may present grievances to the Employer and have them adjusted without the intervention of the Union as provided by Section 7121 (b) (3) (B) of Title VII. Any adjustment of a grievance under this procedure may not be inconsistent with the terms of this agreement and the Union must be given opportunity to be present at the adjustment decision at each step.

SECTION 7.

It is agreed that a grievance will be presented within 15 calendar days after the occurrence which led to the grievance. The step at which a written grievance is first presented will be determined by the level of the official whose action(s) gave rise to the grievance. Failure of the Employer to observe the time limits shall entitle the aggrieved to advance the grievance to the next step. Failure of the grievant to proceed with a grievance within any of the time limits specified in the Article shall render the grievance void or settled on the basis of the last decision given by the Employer. Time limits specified in this Article may be extended by mutual agreement to provide for unusual cases.

SECTION 8.

The following procedures shall apply in processing grievances covered by this Article.

Step 1. In the event a complaint or disagreement affecting an employee arises, the matter shall first be discussed by the aggrieved employee with the immediate supervisor. If desired by the employee, he/she may be accompanied and represented by the area Union steward or in his/her absence by another Union steward located nearest geographically. If the employee determines that a grievance exists he/she must make it officially known to his/her immediate supervisor within the timeframe specified in Section 7 of this Article. The supervisor shall make whatever investigation is necessary and shall give his/her answer to the employee within 10 calendar days after the date of the official notification of the grievance.

Step 2. If the grievance is not satisfactorily settled at Step 1 and the employee desires further consideration on the matter, the grievance will be reduced to writing and submitted to the Department Head (Chief of Service in the case of the Naval Service) within seven calendar days of the date of the Step 1 decision. The written grievance must set forth the basis for the grievance and, where applicable, the Article(s) and Section(s) of the Agreement alleged have been violated, the corrective action desired, and state whether or not he/she will be represented by the Union. If the employee at this point chooses to submit his/her grievance without representation by the Union, under the adjustment process, the employee may not later choose to be so represented. New issues may not be raised by either party unless they have been raised at

the step at which the grievance was initially presented. However, the parties may mutually agree to join new issues to grievance in process. The Department Head or his/her designated representative will meet and discuss the employee, the Union representative if the employee has elected Union representation, and others as determined necessary by the Department Head, within seven calendar days after receipt of the written grievance. The Department Head will render a written decision to the employee, with a copy to the Union, within 15 calendar days after the meeting.

Step 3. If the grievance has not been resolved by the decision at Step 2, the grievance may be referred in writing to the Senior Command Official. The grievance shall specify the points which the Department Head's decision failed to resolve and must be submitted within 10 calendar days after the employee's receipt of the Step 2 decision. The Senior Command Official, or his/her designated representative, upon request, shall meet within 10 calendar days with the employee, and the Union representative, if the employee has initially elected Union representation, to discuss the grievance. A decision, in writing will be rendered by the Senior Command Official as soon as practicable but not later than 20 calendar days of the discussion or receipt of the grievance if no request for discussion was made. The Union will be provided a copy of the decision.

Step 4. If an arbitrated grievance is not settled at Step 3, the Employer or the Union may refer the matter to arbitration in accordance with the provisions of the Article of Arbitration.

SECTION 9.

Disagreements between the Union and the Employer over the interpretation or application of this Agreement shall be resolved as follows:

Step 1. The Senior Command Official and the Union President, or their designated representatives will meet within 15 calendar days of notice by either party to the other of an alleged disagreement. If the disagreement cannot be resolved at this meeting, the aggrieved party may proceed to Step 2.

Step 2. The issue(s) will be reduced to writing, setting forth specific Article(s) and Section(s) of this Agreement dealing with such issue(s), whether further discussion is desired, and submitted to the other party. The party to whom the issue(s) are submitted will render a written decision as soon as practicable but not later than 30 calendar days of the discussion or receipt of the written issue(s) if no request for discussion was made. If decision is not satisfactory to the aggrieved party, the issue(s) may be submitted to arbitration in accordance with the provisions of the Article of Arbitration.

ARTICLE XXVII
APPENDIX A

SUMMARY OF TYPICAL MATTERS
EXCLUDED FROM
GRIEVANCE PROCEDURES
AND ARBITRATION

- (1) Violation of reemployment priority rights.
- (2) A reduction of force action.
- (3) Violation of reemployment or reinstatement rights.
- (4) A violation of military restoration rights.
- (5) A position classification decision.
- (6) A level of competence decision for within grade increases.
- (7) A salary or grade retention decision.
- (8) A job-grading decision under the Federal Wage System.
- (9) An allegation or complaint of discrimination.
- (10) An adverse action for political activity.
- (11) An adverse action as defined in 5 USC 7512.
- (12) A fitness-for-duty examination decision.
- (13) A health benefits decision.
- (14) Loyalty cases....Title 5, USC Chapter 13, Section 1309.
- (15) A retirement decision.
- (16) A Life Insurance decision.
- (17) Action under 5 USC 7532 for National Security.
- (18) Any examination, certification, or appointment.

ARTICLE XXVIII

ARBITRATION

SECTION 1.

Issue(s) referred to arbitration must be in writing and must be submitted within 30 calendar days following issuance of the decision to the aggrieved party.

SECTION 2.

Within seven (7) calendar days of the date of receipt of the arbitration request covering arbitrate item(s), the parties shall meet for the purpose endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then the two parties jointly will promptly request the Federal Mediation and Conciliation Service to submit a list of five impartial personnel qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Union and the Employer will each strike one arbitrator's name from the list of five and then repeat the procedure. The remaining name shall be the duly selected arbitrator. A flip of coin will determine which party strikes first.

SECTION 3.

The arbitrator's fee and the expense of the arbitration, if any, shall be borne equally by the Employer and the Union. Travel and per diem will be paid at no more than the maximum rate payable to Department of Defense employees under Volume 2 of the Joint Travel Regulations.

SECTION 4.

The arbitration hearing will be held, normally, on the Employer's premises during the regular day-shift work hours of the basic work-week. An employee of any Unit covered by this Agreement serving as the grievant's representative, the aggrieved employee, and employee witnesses of the Unit who have direct knowledge of the circumstances and factors bearing on the case who are otherwise in a duty status, shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.

SECTION 5.

The selected arbitrator shall be informed jointly by the Employer and the Union in writing as to precisely what he is being employed to decide. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement; such right being the prerogative of the Employer and Union only. Neither may the arbitrator extend his findings to such matters as interpretation or change of Employer or higher authority regulations or policies.

SECTION 6.

The arbitrator will render his decision in writing to the parties as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless the parties otherwise mutually agree to extend the time limit.

SECTION 7.

The arbitrator's award shall be binding upon the parties. The arbitrator's decision will in no way cause injury to the mission of the activities which are parties to this Agreement. Either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

SECTION 8.

Any dispute over the application of an arbitrator's award, shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE XXIX

CONTRACTING OUT OF WORK

SECTION 1.

When the Employer determines that functions currently performed by Unit employees will be contracted out, and this decision may result in potential job loss, reassignments, necessity for retraining, and similar disruptions in the day-to-day work environment, the Employer will meet and confer with the Union concerning the impact on bargaining Unit employees.

ARTICLE XXX

TRAINING

SECTION 1.

Efforts will be made by the Employer to provide training and development to employees in order that they may develop their skills and talents commensurate with their interests and abilities.

ARTICLE XXXI

DUES WITHHOLDING AGREEMENT

SECTION 1.

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

SECTION 2.

The Union recognizes its responsibility to purchase and distribute to its members Standard Form 118 "Request for Payroll Deductions for Labor Organization Dues," and to deliver completed Standard Forms 1187 to the Consolidated Civilian Personnel Office, Nimitz Hall, NETC, Newport, Rhode Island.

SECTION 3.

The Union is responsible for notifying the Employer as to the amount of annual dues, such amount to be uniform for all members for whom this agreement applies. Any changes to the dues structure shall become effective commencing with the first pay period occurring after the employer has received thirty (30) days written notification of the change. No more than one such change will be made during each 12 months.

SECTION 4.

The Employer will deduct from each allottee's pay the sum arrived at through the application of the following formula:

Annual Dues

26 (Bi-weekly Pay Periods)

and will transmit the total of such sums to Secretary-Treasurer. The Employer will also furnish the Union on a bi-weekly basis a listing of the names of the members for whom dues have been withheld and the amounts withheld.

SECTION 5.

The parties hereto agree that deductions for the purpose of this Agreement will be made only after all other deductions (CS Retirement, withholding for Income Tax purposes, Bonds, etc.) have been made, and only when an amount sufficient to cover the entire amount is available.

SECTION 6.

Voluntary Allotments for Dues Withholding will be effective and irrevocable for a period of one (1) year from the date the allotment began. Thereafter, the allotment shall be revocable only upon the anniversary date of the current collective bargaining agreement between the Employer and the Union. Payroll deductions for Union dues may be revoked or cancelled in the following manners:

a. An employee may submit a Standard Form 1188(Cancellation of Payroll Deductions for Labor Organization Dues,) which is available from the Consolidated Civilian Personnel Office, either in person or by registered mail, to the Consolidated Civilian Personnel Office, not more than 20 day nor less than 10 days from the end of the appropriate revocation period, as described above.

b. Upon notification by the Union by official letter addressed to the Employer that the employee is no longer a member in good standing, payroll deductions will be cancelled beginning on the first pay period which commences after the thirtieth day after the Employer's receipt of the letter of notification.

c. Upon a personnel action which makes the employee ineligible for payroll deductions, such deductions will be terminated at the beginning of the first pay period on or after the effective date of such action.

ARTICLE XXXII

DURATION OF AGREEMENT

SECTION 1.

This Agreement shall become effective upon approval by the Employer and the Secretary of the Navy. Any supplemental agreements arrived at by negotiation subsequent to the Agreement, require similar approval.

SECTION 2.

This Agreement shall remain in full force and effective for two (2) years from the date of approval by the Secretary of the Navy. If neither party has requested renegotiation between the one hundred and fifth (105th) and the sixtieth (60) day prior to the terminal date, and in the absence of timely challenge, the Agreement will be brought into conformance with current published Department of the Navy policies and regulations and will be renewed for an additional two (2) year period following review and approval by the Secretary of the Navy.

SECTION 3.

By mutual consent of the parties, the Agreement may be reopened for amendment at any time. In addition, either party may, by written notice to the other, request negotiations on the following matters:

A. Performance Appraisal

B. Safety

Such notification will be submitted not more that 60 days, nor less than 30 days from the first anniversary date of the Agreement.

SECTION 4.

If a change in law or regulation makes any provision of this Agreement inoperative, a revision to this Agreement may be required. In that case, the Employer will meet with the Union to work out necessary changes. A request for revision of the Agreement by either party will be in writing and will include a summary of the request.

SECTION 5.

This agreement shall automatically be terminated at any time the Union loses entitlement to exclusive recognition under the terms of Title VII.