COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NAVAL FACILITIES ENGINEERING COMMAND, SOUTHEAST

PWD PENSACOLA, FL & PWD WHITING FIELD, MILTON, FL

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO LOCAL LODGE 192

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PREAMBLE

This is an Agreement between the Department of Navy (DoN), Naval Facilities Engineering Command, Southeast, hereinafter referred to as the EMPLOYER or NAVFAC SE, and International Association of Machinists and Aerospace Workers, Local Lodge 192, AFL-CIO, hereinafter referred to as the UNION and collectively referred to as the PARTIES, negotiated pursuant to the provisions of the Civil Service Reform Act of 1978 (PL 95-454), hereinafter referred to as the ACT.

PURPOSE

WHEREAS, it is the mutual benefit of the EMPLOYER and the UNION to have a clear understanding and a full appreciation of each other's problems, aims, and interests; and

WHEREAS, it is the responsibility of both PARTIES to sell the services of the NAVFAC SE in order that we may attain and maintain the status as the preferred provider of services to our customers. Communications and appearance are extremely important in demonstrating our capability. Contacts with representatives of other activities are made constantly by telephone, in writing, or personally. These contacts, when properly handled contribute a great deal toward the feeling that NAVFAC SE and the Public Works Department (PWD) Pensacola, Florida and the Public Works Department (PWD) Whiting Field, Milton, Florida are interested in the welfare of each individual member of that Activity; and

WHEREAS, it is the intent and purpose of the PARTIES hereto to promote and improve the efficient and productive accomplishment of the mission of the EMPLOYER and to ensure the well-being of employees within the meaning of the Civil Service Reform Act of 1978, Public law 95-455; and

WHEREAS, it is the intent and purpose of the PARTIES that maximum cooperation, well-being of the employees, and effective utilization of manpower should ensue from the friendly deliberation on, and fair disposition of all problems arising in the Labor-Management relationship; now, therefore, the PARTIES agree to be bound to the covenants set forth below:

ARTICLE 1
RECOGNITION AND UNIT DETERMINATION

Section 1. The EMPLOYER recognizes the UNION as the exclusive Representative of all employees in the bargaining unit, hereinafter referred to as UNIT employees, as defined in Section 2 of the Article. The UNION recognizes its responsibility to represent the interest of all UNIT employees without discrimination and without regard to labor organization membership with respect to grievances, personnel policies and practices, or other matters affecting general working conditions, subject to the express limitations set forth in this Agreement.

Section 2. The recognized exclusive UNIT includes all non-professional employees assigned to the DoN, NAVFAC SE, PWD Pensacola, Pensacola, Florida and PWD Whiting Field, Milton, Florida. Excluded from the UNIT are supervisors, management officials, professional employees, and employees described in 5 U.S.C. 7112 (b)(2)m, (3), (4), (6), and (7).

ARTICLE 2
PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, all PARTIES and employees are governed by existing or future laws**,** statutes, executive orders, and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations; by published Agency (Department of Defense – DoD) policies and regulations in existence at the time this Agreement is approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher Agency level.

ARTICLE 3
MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. The EMPLOYER and the UNION shall meet at reasonable times and negotiate or consult in good faith with respect to personnel policies and practices, and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, including policies set forth in the Code of Federal Regulations; published DoD policies and regulations for which a compelling need exists under criteria established by the Federal Labor Relations Authority and which are issued by the DoD or by the DoN; a national or other controlling agreement at a higher level in the DoD; 5 U.S. C. §§ 7101 through 7135, and Title VII, P.L. 95-454, Civil Service Reform Act 1978.

Section 2. For purposes of this Agreement, the term "consult" is defined as any dialogue, either written or oral, between the EMPLOYER and the UNION on specific issues(s) and unlike negotiation does not require a mutually acceptable compromise between the UNION and the EMPLOYER. The purpose of consultation is to provide the UNION an opportunity to express its views and comments regarding the proposed implementation by the EMPLOYER of personnel policies and practices and matters affecting working conditions of UNIT EMPLOYEES. The EMPLOYER agrees to give bona

fide consideration to suggestions and alternatives, which are offered by the UNION proper to the EMPLOYER's implementation.

Section 3. For purposes of this Agreement, the term "negotiate" is defined as the process whereby the UNION and the EMPLOYER meet and confer in good faith with the object in mind of reaching mutual agreement regarding the proposed implementation of personnel policies and practices and matters affecting working conditions of UNIT EMPLOYEES to the extent that such matters are negotiable.

Section 4. Nothing in the ACT precludes the PARTIES from negotiating, (1) at the election of the EMPLOYER, on numbers, types, and grades of EMPLOYEES or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (2) procedures which management officials of the EMPLOYER will observe in exercising any authority under the ACT; or (3) appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under the ACT by such management officials.

Section 5. Prior to the EMPLOYER issuing new or changing existing personnel policy practices or matters affecting working conditions of UNIT EMPLOYEES, the EMPLOYER will provide notice of proposed changes(s) and the specific reason(s) in writing to the Chairman of the UNION Shop Committee or his/her designated representative. Within ten (10) workdays after the Chairman's receipt of the EMPLOYER's proposed changes, the UNION will furnish the EMPLOYER its comments in writing and identify any changes or additions which the UNION desires the EMPLOYER to consider and its reason(s) therefor**e**, or submit a request to negotiate.

a. If the UNION provides comments or identifies any changes, the EMPLOYER will respond back to the UNION within ten (10) workdays with any proposed comments or changes. Advanced copies of any finalized documents will be provided if available.

b. In the event the UNION indicates that it desires to negotiate the matter, representatives of the UNION and the EMPLOYER will meet via email, phone conversation, Video Conferencing call, other technological means, or in person as mutually agreed upon within ten (10) workdays after the EMPLOYER's receipt of the UNION's request to negotiate ground rules, unless both PARTIES agree to extend the time limit. The UNION negotiators shall not exceed the number of individuals designated as Representatives of the EMPLOYER for purposes of Negotiations. The EMPLOYER agrees to authorize official time as mutually agreed upon between the PARTIES for each EMPLOYEE serving as a UNION Representative during the time the EMPLOYEE would otherwise be in a duty status for purposes of negotiations. Official time granted will apply to the negotiation process including preliminary meetings on ground rules and mediation and impasse resolutions, as applicable. Official time granted will be based upon workload consideration and mission accomplishment. The number of hours to be provided to prepare for negotiation will be determined through mutual agreement of ground rules for negotiation.

c. If the UNION does not provide comments back to the EMPLOYER or request to negotiate the item, the EMPLOYER may implement the change(s) after the EMPLOYER'S notification to the UNION of the official effective date and provide an advance copy of the finalized document.

Section 6. The time limits provided for in this Article may be extended by mutual consent of the PARTIES prior to the expiration of the specified time limits.

Section7. The EMPLOYER agrees to provide mutually agreeable on-base facilities at no cost to the UNION for the purpose of consultation or negotiation meetings.

ARTICLE 4
RIGHTS OF EMPLOYEES

Section 1. EMPLOYEES have the right, freely and without fear of penalty of reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each EMPLOYEE shall be protected in the exercise of this right. The right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative. When duly elected and/or appointed by the UNION, UNIT EMPLOYEES representative(s) have the right to present the views of the UNION to the EMPLOYER and officials of the Executive Branch, Congress, or other appropriate authority.

Section 2. Consistent with the Act, the rights as described in Section 1 above, do not authorize participation in the management of a labor organization or acting as a Representative of such organization by an EMPLOYER'S supervisor, management official**,** or by a confidential employee when such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official assigned duties of the EMPLOYEE.

Section 3. The EMPLOYER shall take such action required to assure that UNIT EMPLOYEES are apprised of their rights as specified herein; and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a labor organization.

Section 4. Nothing in this Agreement shall require an EMPLOYEE to become or remain a member of any labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a UNIT EMPLOYEE for the payment of UNION dues through payroll deductions.

Section 5. The PARTIES agree to apply all of the provisions of this Agreement fairly and equitably to all UNIT EMPLOYEES without discrimination.

Section 6. Any right or privilege granted under the terms and conditions of this Agreement to temporary EMPLOYEES who are members of the UNIT shall not be greater or less than those granted to permanent career EMPLOYEES who are in the UNIT.

Section 7. Each UNIT EMPLOYEE has the right consistent with the ACT to:

a. Bring matters of personal concern to the attention of appropriate management officials of the EMPLOYER in accordance with applicable rules, regulations, and established policies;

b. Self-representation with the presence of a UNION Official or UNION representation under the Negotiated Grievance Procedure of this Agreement;

c. Be represented by an attorney or other representative in any appeal process except the Negotiated Grievance Procedure;

d. Is entitled to meet and discuss problem(s)/potential grievance with a Union representative and may be granted official time based upon workload consideration. If permission is denied, the EMPLOYER will inform the UNIT EMPLOYEE of the reason for denial and will find a mutually agreeable time that official time will be granted.

Section 8. Each UNIT EMPLOYEE has the right to be informed annually by the EMPLOYER of their rights to UNION representation (Title 5 U.S.C. Section 7114) in investigations.

ARTICLE 5
RIGHTS OF THE UNION

Section 1. The UNION as the exclusive Representative of UNIT employees is:

a. Entitled to present its views and comments to the EMPLOYER either orally or in writing in accordance with Article 3 of this Agreement;

b. Responsible for representing the interests of all UNIT employees without discrimination and without regard to labor organization membership;

c. Entitled to and shall be provided the opportunity to be represented at formal discussions between the EMPLOYER and the UNIT employees or employee Representatives concerning grievances, personnel policy, practices, and matters affecting general working conditions of UNIT employees.

Section 2. The UNION's right to be represented as specified in Section 1.c does not extend to informal discussions between an employee(s) and a Supervisor(s). However, if such discussions involve consideration of those UNION rights as specified in Section 1, the informal discussion will cease until such time as the UNION has been notified and given the opportunity to be represented.

Section 3. The EMPLOYER agrees to furnish the UNION annually and in writing, a complete current alphabetical listing of all UNIT EMPLOYEES. This listing will include the employee's name, job/position title, occupational code and pay grade. Additionally, the EMPLOYER agrees to

furnish the UNION on a monthly basis in writing, a listing of the separations and accessions of UNIT employees.

Section 4. The UNION shall have the right to initiate a dispute concerning the administration of this Agreement under the Negotiated Grievance Procedure and to identify and discuss any problem**s** with the EMPLOYER concerning the administration of the Agreement.

Section 5. The UNION will be provided the opportunity to greet new potential UNIT EMPLOYEES during their orientation and make them aware of their rights under this AGREEMENT.

ARTICLE 6
RIGHTS OF THE EMPLOYER

Section 1. In accordance with 5 U.S.C. 7106:

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency -

(1) to determine the mission, budget, organization, number of employees, and internal practices of the agency; and

(2) in accordance with applicable laws –

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

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

(C) with respect to filling positions to make selections for appointment from –
(i) among properly ranked and certified candidates for promotion; or
(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. The EMPLOYER, upon request from the UNION, will describe the nature of the emergency and any action taken.

ARTICLE 7
UNION REPRESENTATION

Section 1. The EMPLOYER will recognize Chief Stewards and Stewards who are designated by the UNION in accordance with Appendix A of this Agreement. The Chief Stewards and Stewards shall be UNIT EMPLOYEES and their representational duties shall pertain only to matters that directly affect UNIT EMPLOYEES within their assigned area of representation.

Section 2. Additionally, the EMPLOYER will recognize one (1) Chairman of the UNION Shop Committee, hereinafter referred to as the Chairman, who is designated by the UNION from among UNIT EMPLOYEES.

Section 3. It is understood that reorganization initiated by the EMPLOYER, which results in a change in the number of departments, offices or divisions, and/or addition of any future sites covered by this AGREEMENT, may require an adjustment in the number of UNION designated Stewards and Chief Stewards. When a change is required in the number of UNION designated Stewards or Chief Stewards, the UNION will be notified as far in advance as possible, with a goal of at least thirty (30) calendar days advance notice by the EMPLOYER in order that the UNION may accomplish the change concurrently.

Section 4. During the term of this AGREEMENT the UNION agrees not to designate more than one (1) UNION representative from an area of representation having twenty-five (25) or less UNIT EMPLOYEES. The term "UNION REPRESENTATIVE" for purposes of this AGREEMENT means the Chairman, Chief Stewards, and Stewards collectively.

Section 5. The EMPLOYER and the UNION jointly recognize the value of resolving the matters which arise during the administration of this AGREEMENT at the lowest practicable level and at the nearest point of origin. Accordingly, the following primary points of contact between the UNION and the EMPLOYER will be utilized unless otherwise expressly stated by the PARTIES.

FOR THE UNION	**FOR THE EMPLOYER**
Steward	First level Management Official
Chief Steward	Division Head or Designated Representative
Chairman, or Designated Representative	The Commanding Officer, Designated Representative, or Public Works Officer

It is understood that the designation of a primary point of contact does not preclude either the UNION or the EMPLOYER from seeking assistance indirectly from a higher or lower level within their

respective organization, nor does it preclude either party from designating a lower-level representative to act at a higher-level authority. It is also understood that the EMPLOYER and the UNION shall have the same number of representatives present during any discussion held under this Section unless otherwise expressly stated in this AGREEMENT or expressly waived by either the UNION or the EMPLOYER on an individual case basis.

Section 6. In addition to designating primary UNION Representatives, the UNION shall designate as an alternate for the Chairman, an Assistant Chairman. Officers will be recognized as alternate Representatives (Chief Stewards and Stewards), when the primary representative is absent for reasons of leave, TDY, or when the primary representative is in a non-duty status, on a case-by-case basis with no organizational restraints. However, effort will be made to schedule meetings when the Representatives and EMPLOYEES are in a pay status. The Chairman's and Assistant Chairman's representational function is with respect to labor relations matters under the terms and conditions of this AGREEMENT and is not limited to any area of representation.

Section 7. The EMPLOYER agrees to recognize the UNION's Administrative Officers (President, Vice President, Recording Secretary and Financial Secretary-Treasurer) to the extent expressly provided for under the terms and conditions of this AGREEMENT.

Section 8. Annually, upon request, the UNION shall furnish the EMPLOYER in writing and maintain on a current basis, the name, job/position title, organizational code, and work telephone number of each Administrative Officer, Chairman, Chief Steward, Steward and Alternate. The EMPLOYER agrees to recognize only those individuals who have been so identified. In the event a UNION Representative's position becomes permanently vacant the UNION agrees to permanently fill said position within a reasonable period after the position becomes vacant. During the interim, an alternate will serve as the UNION's primary Representative.

Section 9. The EMPLOYER agrees**,** when workload and/or mission permits, to authorize a reasonable amount of official time to UNION Representatives who are UNIT EMPLOYEES properly designated in accordance with this AGREEMENT. UNIT EMPLOYEES shall coordinate their official time with their immediate Supervisor or designee. The PARTIES agree that Official time will not be used for matters such as soliciting grievances or UNION membership, dues collection, or conducting internal UNION business in accordance with 5 U.S.C. 7131. Official time granted will be to the extent that such time falls within the Representative's respective tour of duty and will be used for the purpose of the Representative carrying out the following responsibilities to a UNIT EMPLOYEE(S):

a. To consult or negotiate with the EMPLOYER pursuant to Article 3 of this AGREEMENT.

b. To represent a UNIT EMPLOYEE(S) or act as the UNION's Representative during the preparation and presentation of a grievance to the EMPLOYER pursuant to Articles 25 and Article 26 of this AGREEMENT.

c. To participate on a Committee pursuant to this AGREEMENT.

d. To enter into discussions with the EMPLOYER with respect to matters affecting working conditions of UNIT EMPLOYEES.

e. To enter into discussion with a UNIT EMPLOYEE with respect to matters affecting the EMPLOYEE'S working conditions. The UNION agrees to guard against the use of excessive official time.

f. To prepare required reports and correspondence to Federal Agencies such as the Federal Labor Relations Authority (FLRA) on matters involving UNIT EMPLOYEES under this AGREEMENT.

Section 10. When a UNION representative desires official time in accordance with Section 9, during working hours, they shall request permission from their supervisor or EMPLOYER's designee, and will complete the applicable sections of the Union Representation Activity Record (Appendix B). The representative will sign the document and present it to their supervisor/designee, who should give prompt attention to the request. Upon completion of the representational duties, the representative and supervisor/designee will sign the document to certify that the information provided is correct. A copy will be provided to the EMPLOYER, who will also collect and maintain timekeeping data on all Official Time used by EMPLOYEES. The Chairman and Assistant Chairman, or designated representative(s), may be granted Official Time in accordance with Section 9, while working issues at any current or future work sites covered by this AGREEMENT.

Section 11. Upon entering a shop or work area under the cognizance of a supervisor other than their own, the UNION Representative shall contact the supervisor or designee and advise them of the name of the UNIT EMPLOYEE with whom they desire to meet. The representative will request permission to conduct his/her business and the supervisor or designee should give prompt attention to the request and without unnecessary delay make arrangements for the UNION Representative to meet with the EMPLOYEE. In the event arrangements cannot be reasonably made, the supervisor or designee will inform the UNION Representative of the reason(s) therefore and when the UNION Representative may reasonably expect to contact the EMPLOYEE in question.

Section 12. Upon completion of the discussion, the UNION Representative shall advise the EMPLOYEE'S supervisor whether the issue was or was not resolved. If the issue was not resolved, the UNION Representative shall attempt to resolve the issue with the supervisor or applicable Management Official.

Section 13. A Labor-Management Committee will be established for the following purposes:

a. It is intended that the PARTIES consult one another regarding matters which have UNIT-wide impact. DoD/DoN regulations and/or policies and instructions issued by the EMPLOYER will not normally be addressed nor negotiated at this level.

b. To make recommendations to one another concerning the maintenance of effective dealings between the UNION and EMPLOYER**,** including discussions on possible grievances or Unfair Labor Practices (ULP) charges**.**

c. The Committee will consist of equal number of management officials and UNION designated representatives with a minimum of two (2) representatives from each PARTY, unless the PARTIES mutually agree otherwise. The committee shall meet at the request of either PARTY and at a time mutually convenient providing the matters are of mutual concern and a written request for such a meeting is received by the other PARTY at least three (3) workdays prior to the date of the proposed meeting. An agenda will be provided with the request and discussion will be limited to subject matter on the agenda unless the PARTIES mutually agree otherwise. UNION Committee members will be granted a reasonable amount of Official time at a time mutually convenient to the PARTIES to prepare for and attend said meeting.

Section 14. The EMPLOYER agrees to make a Summary for the Record regarding Labor-Management Committee meetings when the PARTIES mutually agree a Summary is needed. If the Summary is accomplished, a copy will be provided to the UNION within five (5) workdays after the meeting. The UNION will review the Summary and submit any comments thereto to the EMPLOYER within five (5) workdays after their receipt of the Summary. The Summary and the UNION comments shall constitute the formal record of the meeting(s).

Section 15. Subject to applicable security and safety regulations, the EMPLOYER will make prior arrangements for authorized Representatives of the International to visit the EMPLOYER's premises for the purpose of conducting authorized labor relations business at a time mutually convenient to the PARTIES. The UNION, when making the appointment, shall inform the EMPLOYER of the nature of the business and the name(s) of any EMPLOYEE(S) or representatives(s) of the EMPLOYER that the International Representative desires to visit.

Section 16. The EMPLOYER agrees to make a Summary for the Record regarding discussion(s) between the UNION and the EMPLOYER concerning matters in administration of this AGREEMENT, when both PARTIES mutually agree a Summary is needed. If a Summary is accomplished, a copy will be provided to the UNION within five (5) workdays after the discussion. The UNION will review the Summary and submit any comments thereto to the EMPLOYER within (5) workdays after receipt of the Summary. The Summary and UNION comments shall constitute the formal record of the discussion.

Section 17. The PARTIES understand the need of having UNION representatives, especially the Chairman and Chief Steward available at the same time that the EMPLOYEES are available and/or on the same work schedule. The PARTIES mutual goal is to meet this concept; however, work assignments and mission accomplishment will take precedence and may not permit such scheduling. The EMPLOYER will notify the Union in as far advance as possible of any pending work schedule reassignments of the UNION representatives, including the Chairman and/or the Chief Stewards, from their respective representational areas to any other work schedule with a goal of at least three (3) workdays advance notification. Should an issue arise and the UNION representative is in a different

representational area or on a different work schedule than his assigned representational area, the time limits in accordance with Article 25 and Article 26 shall be extended until the Union designated representative is available. Any reassignment will be in accordance with all applicable personnel laws and regulations, including Article 38 or any other pertinent Articles in this AGREEMENT.

Section 18. Commensurate with the provisions of this AGREEMENT, recognized UNION Representatives shall at all times be free to exercise their right to advance the best interest of and fully protect the EMPLOYEES covered by this AGREEMENT and shall have the right to engage in authorized activities on behalf of the UNION. No Representatives shall be restrained, coerced, intimidated, or discriminated against because of authorized activities on behalf of the UNION. It is further agreed that no UNION Representative shall be denied any right or privilege that they are otherwise entitled to because they are serving as a UNION Representative.

Section 19. Nothing in this Article is intended to preclude the EMPLOYER's and/or the UNION's rights under the ACT.

ARTICLE 8
VOLUNTARY ALLOTMENT OF UNION DUES

The EMPLOYER agrees that payroll deductions for the payment of UNION dues shall be made from the pay of UNIT EMPLOYEES who voluntarily request such dues deduction and who are members in good standing of the UNION. The deduction will be made in accordance with the procedure outlined.

Section 1. The EMPLOYER will continue to deduct UNION dues from the pay of eligible EMPLOYEES, who voluntarily authorize such deduction, each pay period, provided the following conditions have been met:

a**.** The EMPLOYEE either is a member in good standing of the UNION, or has signed up for membership in the UNION subject to the payment of his first month's dues through voluntary allotment as provided herein.

b. The EMPLOYEE's net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deduction shall be made when the EMPLOYEE's pay is not sufficient to cover the full allotment or when the EMPLOYEE is in a nonpay status the entire pay period.

c. The EMPLOYEE has voluntarily authorized such deduction on Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," by completing and signing Section B. The Standard Form 1187 is supplied by the UNION.

d. The EMPLOYEE certifies on Standard Form 1187 that he/she has read the Privacy Act notice that pertains to the form.

e. The UNION has properly completed and signed Section A of Standard Form 1187 and submitted the form to the EMPLOYER for processing.

f. The completed Standard Form 1187 has been received by the EMPLOYER's servicing Payroll Branch.

Section 2. The UNION shall supply to the EMPLOYEES involved Standard Form 1187. The UNION shall be responsible for the distribution of such forms to its members and for completion of Section A, thereon, including the certification of the current amount of the UNION's regular dues to be deducted each biweekly pay period.

Section 3. Deduction of dues shall begin with the first pay period that occurs after receipt of Standard Form 1187 by the Payroll Branch. These actions will be processed and routed in time to reach the Payroll Branch no later than Thursday, Noon, of the week preceding the effective date of the action.

Section 4. The amount of UNION dues to be deducted each biweekly pay period on behalf of the UNION shall remain originally certified to on such allotment form by the authorized UNION official until a change in the amount of such deduction is certified to by the authorized UNION official and such certification of change is duly transmitted to the EMPLOYER's servicing Payroll Branch.

Section 5. Any such change in the amount of any EMPLOYEE's regular dues with resultant change in the amount of the allotment of such EMPLOYEE per biweekly pay period shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the appropriate official of the EMPLOYER or at a later date if requested by the UNION. Changes in the amount of any UNION dues shall not be made more frequently than once each twelve (12) months.

Section 6. An EMPLOYEE's voluntary allotment of payment of his UNION dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

a. Loss of exclusive recognition by the UNION.

b. Permanent transfer, reassignment, or promotion of the EMPLOYEE outside the UNION's recognized bargaining unit.

c. Separation of the EMPLOYEE for any reason, including death or retirement.

d. Receipt by the EMPLOYER of notice by the UNION that the EMPLOYEE has been expelled or has ceased to be a member in good standing of the UNION.

Section 7. An allotment for the deduction of an EMPLOYEE's UNION dues may also be terminated by the EMPLOYEE through submission to the EMPLOYER of a Standard Form 1188 properly

executed in duplicate by the individual EMPLOYEE. Revocation of the allotment by a UNIT EMPLOYEE shall not occur until the first full pay period beginning after one year from the date the dues deduction began. If the preceding is not filed with the EMPLOYER at least 15 calendar days prior to the EMPLOYEES anniversary date of dues deduction, such withdrawal period will automatically renew to the next anniversary date. The EMPLOYER will furnish a Standard Form 1188 upon request of the EMPLOYEE. Upon receipt by the EMPLOYER of any properly executed Standard Form 1188 in duplicate, the EMPLOYER shall immediately transmit the duplicate of such form to the UNION designated representative.

Section 8. No service fee shall be charged by the EMPLOYER for services rendered in connection with the voluntary dues withholding program.

Section 9. The EMPLOYER will ensure within five (5) working days after each pay period that the Defense Finance and Accounting Service (DFAS) provides a listing to the UNION designated representative which will identify by name and EMPLOYEE number the amount of the allotment deduction for each EMPLOYEE in the UNIT and will complete a direct deposit transaction to the UNION in the amount equal to the grand total of all such monetary allotment deductions made during the applicable biweekly pay period to the extent permitted by law. In the event that DFAS does not provide a listing and/or complete a direct deposit transaction, the UNION will notify the EMPLOYER who will contact DFAS to attempt resolution.

ARTICLE 9
BASIC WORKWEEK AND HOURS OF WORK

Section 1. The UNION and the EMPLOYER subscribe to the principle that EMPLOYEE morale is adversely affected when unexpected changes of working hours and/or workdays are implemented. It is therefore agreed that both PARTIES will pursue a cooperative approach to maintain basic workweeks and hours of work as stable as practicable.

Section 2. BASIC WORK SCHEDULE

a. The basic administrative workweek is the calendar week of Sunday through Saturday as set forth by 5 CFR Part 610. The basic workweek for EMPLOYEES is Monday through Friday with variation of days and hours depending upon the work schedule utilized. EMPLOYEES are authorized to work a Traditional Work Schedule (TWS) of eight (8) hours fixed schedule for five (5) consecutive days a week and the current Alternative Work Schedules (5-4-9 work schedule). All additional EMPLOYER approved work schedules for UNIT EMPLOYEES will be provided by the EMPLOYER to the UNION upon the effective date of this AGREEMENT and when any changes occur. The EMPLOYER will publish via notices and instructions all work schedules which have been approved for UNIT EMPLOYEE's use. EMPLOYEES need to review these documents and receive specific approval from their supervisors for authorization to use such schedules. Said documents will provide specific guidance to the EMPLOYEES in accordance with all applicable laws and DoD/DoN regulations. The PARTIES understand that the EMPLOYER's mission and workload has a significant impact upon its decision to approve

various work schedules which may be authorized by law or DoD/DoN regulations. Appendix E contains definitions of work schedules which may be authorized when approved by the EMPLOYER and negotiated with the UNION.

b. All EMPLOYEES have the potential to work any authorized work schedule, however, it is understood by all PARTIES that the designated Management official must approve the EMPLOYEE'S work schedule in advance on a case-by-case basis. Workload and mission, along with the EMPLOYEE's knowledge, skills, and abilities will factor into the final approval by the designated Management official.

c. An EMPLOYEE desiring to work a specific authorized work schedule will submit a written request to their supervisor or EMPLOYER designated management official for approval. The EMPLOYER will act upon these requests as soon as possible, but in no case later than thirty (30) days after the request is made. EMPLOYEES currently participating in an authorized work schedule may continue at their option, unless there is a change in workload or reassignment out of their shop or work area which necessitates such a change. All new EMPLOYEES or re-hires will be given the opportunity of requesting participation in a specific authorized work schedule.

d. In the event there are conflicting requests to participate in a specific work schedule, the EMPLOYEE with the senior Service Computation Date will be approved first for the work schedule.

e. An EMPLOYEE wishing to terminate or change their participation in a specific work schedule may do so after receiving approval from their supervisor or EMPLOYER designated management official at least one full pay period in advance or on a case-by-case basis for special accommodation needs. The PARTIES agree that there may be situations in which special accommodations are needed for a specific or modified work schedule for an EMPLOYEE. Consideration and disposition of such situations will be made on a case-by-case basis by the EMPLOYER.

f. Work schedules other than TWS are normally suspended when EMPLOYEES are attending training and/or when traveling. The EMPLOYEE will temporarily be moved to a TWS for this time period. The EMPLOYER will review these situations on a case-by-case basis prior to the start of the pay period involving training and/or travel.

Section 3. If a change is required in an individual work schedule, the EMPLOYER will provide the UNIT EMPLOYEE with as much advance notice as possible, except that, in accordance with current and applicable Government-wide regulation, the EMPLOYER may change work schedules without notice, if the AGENCY would be seriously handicapped in carrying out its functions or if costs would be substantially increased. The EMPLOYER agrees to provide the UNION with as much advance notice as possible if a decision is made to permanently affect or change the work schedules of UNIT EMPLOYEES. The UNION will be given an opportunity to consult or negotiate any adverse impact upon the UNIT EMPLOYEE in accordance with all applicable laws and regulations prior to said

changes. The UNION will be able to negotiate any additional work schedules approved or deemed to be not authorized by the EMPLOYER.

Section 4. The lunch period each day will be for at least thirty (30) minutes (non-pay status) and will not exceed sixty (60) minutes (non-pay status). The lunch time needs to be coordinated and approved by the immediate supervisor or EMPLOYER designated management official. The length and what time the lunch period is taken will depend on the EMPLOYEE's work schedule and may be scheduled between 1100 to 1300 hours. If the EMPLOYER determines that a permanently adjustment to a lunch break is necessary to solve mission or workload issue, the UNION will be given the opportunity to negotiate over such changes in working conditions.

Section 5. TELEWORK

a. TELEWORK is a tool that provides UNIT EMPLOYEES with the opportunity to perform their duties at an alternate work site during an agreed upon portion of their workweek or during emergency situations. For specific situations, TELEWORK offers the potential for increased productivity and improvements of EMPLOYEE morale, motivation, job satisfaction, and retention. However, TELEWORK is not appropriate in all situations and for all EMPLOYEES. The EMPLOYER may at its own discretion, define and authorize the types of TELEWORK that best fits its business needs and/or mission accomplishments. It is a privilege extended to expand work options. It is the EMPLOYER's policy that the development, implementation, and active promotion of TELEWORK shall be encouraged to increase workforce efficiency, quality of life for EMPLOYEES, and continuity of operations when appropriate.

b. The EMPLOYER's first level management official must approve all TELEWORK by UNIT EMPLOYEES prior to any authorization to perform such work. EMPLOYEES are normally considered eligible for telework until a determination is made by the EMPLOYER that a position is deemed ineligible. Blue Collar workers are not authorized to TELEWORK due to the nature of their functions/positions. All UNIT EMPLOYEE positions will be considered for TELEWORK on a case-by-case basis. Current DoN policy states individuals may not be eligible for TELEWORK if their position is required on site daily, the position handles classified information on a daily basis, or the individual is not eligible for TELEWORK due to performance or conduct reasons. DoD, DoN, NAVFAC, and the EMPLOYER's instructions provide guidance and policy concerning TELEWORK.

ARTICLE 10
WORK ASSIGNMENTS

Section 1. It is agreed and understood that UNIT EMPLOYEES are expected to be at their assigned work center or job site as determined by the EMPLOYER, ready to commence work at the scheduled starting time of their shift and at the conclusion of their lunch period. It is further understood that no UNIT EMPLOYEE shall be required by the EMPLOYER to perform any work or duty before or after his/her scheduled work hours or during a nonpaid lunch period without proper compensation for all such work in accordance with all applicable laws, regulations and Article 14, Overtime.

Section 2. If the EMPLOYER temporarily requires a UNIT EMPLOYEE to begin his/her work shift at a work center or job site which is different from his/her regularly assigned work location but at the same installation, the EMPLOYER agrees to notify the EMPLOYEE of his/her new work location prior to the end of the shift which immediately precedes the start of the shift that the EMPLOYEE is to work at the new work location. The term "installation" for purposes of this Article means Naval Hospital Pensacola, NAS Pensacola, NAS Whiting Field and respectively, each satellite location.

Section 3. If the EMPLOYER temporarily requires a UNIT EMPLOYEE to begin his/her work shift at the work center or job site that is different from his/her regularly assigned work location and at a different installation, the following procedure will apply as the character of the work permits:

a. The EMPLOYER will, to the maximum extent practicable, first offer the assignment for volunteer(s) of qualified employee(s) after the EMPLOYER determines who has the required necessary knowledge, skills and abilities for the assignment; and

b. Secondly, the EMPLOYER will select from among qualified EMPLOYEES who volunteer based on seniority in accordance with their Service Computation Date for the required assignment knowledge, skill, and abilities needed.

c. In the event that subparagraph a and b do not provide a sufficient number of qualified EMPLOYEES for the assignment as determined by the EMPLOYER, the EMPLOYEE(S) junior in Service Computation Date (SCD) will be assigned the task. EMPLOYEE(S) with the newer SCD will be assigned the work task prior to assigning a more senior qualified EMPLOYEE(S) of total creditable federal service. The EMPLOYEE(S) will be placed on official orders for travel to another installation (TDY).

Section 4. When it is necessary for the EMPLOYER to temporarily assign a UNIT EMPLOYEE to an installation other than his/her regularly assigned installation, the EMPLOYEE will be given as much advance notice as possible with a goal of at least 48 hours notification prior to the beginning of the assignment. The affected EMPLOYEE will either report to his/her regularly assigned work center and be furnished government transportation to and from the new work center or job site by the EMPLOYER, or, in lieu thereof, the EMPLOYER may authorize the EMPLOYEE, at the EMPLOYEE'S request, to utilize his/her privately owned vehicle (POV) to report directly to the new work center or job site from his/her residence and return at no cost to the government, however, no government equipment or tools may be transported by POV.

Section 5. The EMPLOYER agrees that reasonable toilet facilities and cool potable drinking water will be made available at, or within reasonable distance from, all job sites where UNIT EMPLOYEES are performing work. Additionally the EMPLOYER will make an effort to ensure EMPLOYEES will be provided parking space within reasonable walking distance to the job site.

Section 6. In the event that eating facilities are not within a reasonable distance from remote job site(s) the EMPLOYER will make appropriate travel arrangements for EMPLOYEE(S) to eating facilities or assigned installation.

Section 7. The EMPLOYER agrees in selecting UNIT EMPLOYEES for permanent reassignment from one (1) work center to another work center, the EMPLOYER may, to the maximum extent practicable, first offer the assignment to volunteer(s) of equally qualified EMPLOYEE(S) after the EMPLOYER determines who has the required necessary knowledge, skills and abilities for the assignment. The EMPLOYER may select from among the equally qualified volunteers based on seniority in accordance with their Service Computation Dates (SCD) or in the absence of volunteers, the EMPLOYER may select on the basis of seniority as determined by the respective EMPLOYEE'S Service Computation Dates. The EMPLOYEE(S) with the newer SCD may be given the assignment prior to assigning a more senior qualified EMPLOYEE(S) with more amount of total creditable federal service.

Section 8. The EMPLOYER'S policy is for EMPLOYEES to utilize government vehicles for conducting official business, transportation to and from work sites and/or use during work assignments. If the situation arises, the use of Privately Owned Vehicle (POV) for official use/work assignments will be voluntary and in accordance with applicable laws, regulations, and the DoD Joint Travel Regulations (JTR).

Section 9. EMPLOYEE EXPENSES
EMPLOYEE expenses for authorized travel will be reimbursed in accordance with the DoD JTR. Mode of travel and area with adequate accommodations will be determined by the EMPLOYER prior to departure and tickets furnished and/or mileage reimbursed as specified by the regulation. Should the government furnish quarters and/or mess, the per diem will be adjusted in accordance with the JTR. EMPLOYEES are required to furnish receipts in accordance with DoD JTR and EMPLOYER instructions.

Section 10. The PARTIES understand that an EMPLOYEE may be detailed for up to one year at their current grade level, a lower grade, or unclassified duties to meet mission and/or workload requirements. A detail of this type that exceeds 120 days will permit the EMPLOYEE to receive a Standard Form 50, and the EMPLOYEE is encouraged to claim this experience on their personal resumes. The EMPLOYER has the right to detail EMPLOYEES to a higher grade and these details are normally of a short duration. The EMPLOYEE will receive a Standard Form 50 for any detail to a higher grade that exceeds 30 calendar days in length.

Section 11. The EMPLOYER has the right to temporarily promote an EMPLOYEE non-competitively for 120 calendar days or less. The EMPLOYER will use competitive promotion procedures for temporary promotions exceeding 120 calendar days.

Section 12. The EMPLOYER will inform the EMPLOYEE of the specific work requirements for any details to unclassified duties. Details to unclassified duties should only be assigned when necessary and for a minimum amount of time until the EMPLOYER can find an alternate solution and/or the assignment/work is completed.

ARTICLE 11
FACILITIES AND SERVICES

Section 1. The EMPLOYER will continue to provide the UNION the current office space with furnishings within building 3561 located in room 511 occupied by the EMPLOYER and any office changes will be negotiated ahead of time. The space will be centrally located and within one of the EMPLOYER's buildings in the main complex on the Naval Air Station, Pensacola. The space and utilities associated therein shall be provided at no cost to the UNION. The EMPLOYER will provide an unrestricted telephone within the office at no cost to the UNION for the purpose of local non-toll calls. The UNION agrees to bear the full cost of any long distance and other toll calls. The EMPLOYER agrees to place the telephone number of the UNION office in the Naval Air Station Telephone directory. The EMPLOYER will provide access to printer/scanner, fax and normal office supplies to receive and process Labor/Management related issues under the negotiated agreement at no cost to the UNION. All electronic communications addressed to the UNION will be sent to iamll192@bellsouth.net. The PARTIES agree and understand that any communications monitoring by any government Agency, NMCI or any other future IT provider will only be conducted in accordance with applicable laws and regulations.

Section 2. The UNION agrees to maintain the office space in accordance with reasonable standards acceptable to the EMPLOYER. The UNION further agrees to abide by all security and safety regulations that are applicable to similar offices of the EMPLOYER. The UNION recognizes that the office space is subject to periodic safety, fire, and zone inspections conducted by the EMPLOYER. The EMPLOYER agrees to conduct such inspections only in the presence of the UNIT Chairman or an individual authorized to act in his/her behalf except for those inspections not under the control of the EMPLOYER. The Union absolves the EMPLOYER from any liability with respect to loss of UNION property that is contained in the office space. The UNION shall utilize the office only during the normal daytime business hours of the EMPLOYER unless other prior arrangements have been made with the EMPLOYER and agrees that the office will not be used for the purpose of conducting internal Union business.

Section 3. The EMPLOYER agrees to provide the UNION at no cost a current initial set of locally developed Personnel Instructions and Notices that are applicable to the EMPLOYER and UNIT EMPLOYEES and will have computer access to all Command notices, instructions, and policies. Changes or amendments to such instructions and notices will be provided in accordance with Article 3, Matters Appropriate for Consultation or Negotiation.

Section 4. The EMPLOYER agrees to provide the following:

a. All workstations should be designed as ergonomically as practicable and in accordance with applicable facilities/office regulations or instruction, such as OPNAVINST 5100.23 series.

b. The EMPLOYER will continue to provide the current existing break rooms with furnishings. The PARTIES will negotiate any necessary changes.

c. All areas will be up to code for fire protection, safety and any applicable laws or regulations.

ARTICLE 12
DESTRUCTIVE WEATHER AND HURRICANE LEAVE POLICY

Section 1. The PARTIES agree to take precautionary measures for safeguarding personnel and property during periods of destructive weather conditions. The EMPLOYER will determine when inclement weather or any other emergency conditions are such as to warrant announcements of special reporting instructions or excused absences, in accordance with Command procedures, and applicable laws and regulations.

Section 2. When the EMPLOYER determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether EMPLOYEES should or should not be charged leave for an absence depends upon the EMPLOYEES' duty or leave status at the time of dismissal as follows:

a. If EMPLOYEES were on duty and were excused, there is no charge to leave for the remaining hours of the work schedule after being excused.

b. If EMPLOYEES were on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged from the time the EMPLOYEES departed until the time set for dismissal.

c. EMPLOYEES who are on scheduled leave before notice of early dismissal is received will be charged leave for the amount of time requested for that day.

Section 3. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station prevents EMPLOYEES from getting to work on time or at all, these EMPLOYEES may be granted administrative leave on a case-by-case basis.

Section 4. The EMPLOYER will decide on a situational basis if evacuation orders will be issued for EMPLOYEES. The EMPLOYER may authorize evacuation expenses involving travel and subsistence items for EMPLOYEES who are ordered to evacuate from an area because of the imminent danger as a result of a severe weather emergency or other emergency situations. (5 CFR Part 550, subpart D).

ARTICLE 13
SMOKING AND SMOKING AREA'S

Section 1. The PARTIES agree it is our intent to ensure the well-being of the EMPLOYEES. It is recognized that medical hazards caused by exposure to tobacco smoke and tobacco products are known to have harmful effects on individuals. It is the policy of DoN that smoke-free facilities be established to protect all civilian and military personnel from these potential health hazards. This policy is designed to help improve our overall state of health and to maintain a high degree of mission readiness of our personnel.

Section 2. The EMPLOYER and the UNION agree that the current designated smoking areas at all local Command site locations are adequate to meet the needs of the EMPLOYEES. The UNION will present to the EMPLOYER any suggestions for changing smoking areas as the need arises. Any changes in current smoking areas will be negotiated ahead of any changes. All Smoking area(s) will be mark as designated Smoking Area(s) by sign with red back ground and white letters.

Section 3. The EMPLOYER will designate outdoor smoking areas which are accessible to EMPLOYEES and provide a measure of protection from the elements in accordance with all

applicable laws and regulations. The following factors will be considered when designating smoking areas:

a. Safety;

b. Lost productive time spent by smokers taking breaks, and going to and from designated smoking areas;

d. The need to maintain a neat appearance next to government facilities; and

e. Smoking areas will be subject to local base installation instructions and regulations.

ARTICLE 14
OVERTIME

Section 1. Overtime work shall be paid for at the appropriate overtime rate in accordance with applicable provisions of 5 U.S.C. 6101, Fair Labor Standards Act, 5 CFR 551.501, and all applicable laws and regulations. Overtime is defined as time worked by an EMPLOYEE in excess of the number of normal work hours per day depending on the EMPLOYEE's approved work schedule or in excess of forty (40) hours in any one administrative workweek. An EMPLOYEE may also be entitled to other premium pay depending upon their work schedule or shift.

Section 2. The EMPLOYER agrees that overtime work will normally be assigned equally among all qualified EMPLOYEES within their work area or shop, and with the same job series and grade level. However, the EMPLOYER has the right to assign overtime and direct individual EMPLOYEES to work as required. EMPLOYEES assigned to overtime work must be qualified to perform the overtime work in a safe manner. Overtime work must be ordered and approved in advance, unless there is an unforeseen circumstance requiring action. This will allow the EMPLOYEE to plan ahead so that they can be prepared to work and allow the EMPLOYER to coordinate any required work necessary. When overtime is required, the EMPLOYEE in the job series required to perform the work who has the lowest recorded amount of overtime within the shop or work area and work schedule/shift will be offered overtime first. If the EMPLOYEE declines, the EMPLOYEE will be recorded as working the overtime and the next lowest EMPLOYEE will be asked to work. EMPLOYEEs in the shop or work area where the overtime is to be performed will have first choice for the overtime. It is recognized that certain factors, i.e., Temporary Duty (TDY), leave, continuity on jobs of short duration, peculiar environmental or special skill requirements, may cause temporary imbalance in the equitable distribution of overtime. The EMPLOYER agrees to review the distribution of overtime within each shop/work area/work schedule/shift on a quarterly basis to ensure that EMPLOYEES are not excessively assigned work when compared to other qualified EMPLOYEES and to look for potential misuse of overtime assignments.

Section 3. When a UNIT EMPLOYEE is temporarily assigned to perform work in a shop or work area other than his/her regularly assigned shop or work area on a continuing basis (40 hours or more) and overtime is required of EMPLOYEES of that shop or work area, the EMPLOYEE who is temporarily assigned will be given equal consideration for the overtime if qualified. Such an EMPLOYEE will be credited with overtime in the amount equal to the highest amount recorded for any regular EMPLOYEE of that shop or work area. Upon the EMPLOYEE's return to his/her regularly assigned shop or work area, all overtime worked during his/her temporary assignment will be credited to the EMPLOYEE's overtime record within his/her parent shop or work area.

Section 4. The EMPLOYER will, upon request by the affected UNIT EMPLOYEE, relieve the EMPLOYEE from an overtime assignment where such assignment would result in a hardship to the affected EMPLOYEE, provided another qualified EMPLOYEE is available and willing to work the overtime assignment. The hours of overtime declined by the UNIT EMPLOYEE will be considered as overtime hours worked for purposes of determining equal overtime distribution. The EMPLOYER will assign overtime work on a case-by-case basis. The impact and availability of the EMPLOYEE, including transportation needs or prior overtime assignments, may affect the EMPLOYER's decision on assigning any overtime work. The term "unscheduled overtime" for purposes of this AGREEMENT means an overtime assignment which was not identified to a UNIT EMPLOYEE prior to the start of the additional work assignment that was not planned ahead of time by the EMPLOYER.

Section 5. The EMPLOYER agrees to maintain accurate records of all overtime worked by UNIT EMPLOYEES. The PARTIES agree that electronic overtime records shall be maintained within each shop or work area and utilized for the purpose of determining the equal distribution of overtime. Upon request of the assigned Steward or the assigned Steward along with any EMPLOYEE on the

overtime list, the designated management official will make such records available to the Steward and EMPLOYEE for review.

Section 6. The EMPLOYER shall notify the affected EMPLOYEES of the requirements for all overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice by the close of business on Thursday when the overtime assignments involve Saturday or Sunday. This Section does not apply to emergencies requiring immediate action outside and/or beyond regular working hours and EMPLOYEES on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish mission requirements.

Section 7. Except as hereinafter provided, no EMPLOYEE will be denied the opportunity to work overtime in accordance with Section 2 of this Article for exercising his/her right to utilize annual leave or sick leave in accordance with the conditions outlined in this Agreement. In the event an EMPLOYEE has been on extended sick leave, leave without pay, or leave of absence for thirty (30) days or more, the EMPLOYEE, for purposes of overtime distribution, shall be credited for all overtime hours which he/she would have worked but for his/her extended absence. Nothing in this Section shall be construed as imposing an obligation on the EMPLOYER to assign overtime to an EMPLOYEE who is not present on the date the overtime is assigned and/or is not in a duty status during the work schedule/shift immediately preceding the overtime assignment.

Section 8. EMPLOYEES will not be required to work in excess of their assigned work schedule/shift without receiving the appropriate premium pay for said work in accordance with all applicable laws and regulations. The EMPLOYER will actively monitor overtime work to ensure that EMPLOYEES are not subject to excessive hours of work which may affect safe working conditions.

Section 9. A UNIT EMPLOYEE who is called back to work on unscheduled overtime at a time outside of, and unconnected with, his/her scheduled hours of work within his/her regular work week, will receive at least two (2) hours overtime pay including any other premium pay to which he/she is entitled, even though his/her service may not be required for the full two (2) hours. It is understood that any EMPLOYEE who is called in before his/her scheduled starting time and works straight on through his/her scheduled quitting time is entitled only to the amount of overtime which would be payable at that regular overtime rate.

Section 10. When an EMPLOYEE has been previously scheduled for eight (8) hours of overtime work and the EMPLOYER later determines that the EMPLOYEE's services are not necessary for the full amount of time, the EMPLOYER should immediately notify the EMPLOYEE within the first two (2) hours of reporting for overtime work. The EMPLOYEE will then be relieved from duty after two (2) hours of overtime work. If the EMPLOYER does not notify the EMPLOYEE within the first two (2) hours that the EMPLOYEE's services are not necessary, the EMPLOYER will review other work assignments to see if the EMPLOYEE's services could be utilized for the full (8) eight hours if work is necessary and the EMPLOYEE is qualified.

Section 11. During overtime assignments which extend for a period of four (4) hours beyond the normal assigned work schedule/shift, affected EMPLOYEES so assigned shall be permitted to have a

non-paid meal break of at least 30 minutes, provided such EMPLOYEES can eat without unduly interrupting or suspending the work effort. In the event that food is not available within walking distance of the work site, the EMPLOYER will extend the non-paid meal break to accommodate additional time necessary to get food in this overtime situation.

Section 12. EMPLOYEES, who are covered by provisions of the Fair Labor Standards Act, shall be paid at the appropriate overtime rate, including any shift differential or additional pay, to which each is entitled.

Section 13. EMPLOYEES shall have the right to request, in writing, compensatory time off in lieu of being paid at the overtime rate for irregular or occasional overtime. The EMPLOYER reserves the right to grant or deny such requests.

Section 14. Normally travel during non-duty hours will not be required of an EMPLOYEE. When it is essential that travel during non-duty hours be required by the EMPLOYER, the EMPLOYEE may not be paid overtime. The EMPLOYEE will be entitled to travel compensatory time off for time in travel status during non-duty hours subject to the provisions of 5 CFR Part 550, Subpart N and DoD 7000.14-R Vol. 8, CH. 5, Section 0531.

ARTICLE 15
HOLIDAYS

Section 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays that may be designated by Executive Order.

Section 2. Holiday work assignments will be based on workload considerations; however, efforts will be made to accomplish the work during a regularly scheduled workday or overtime as applicable.

ARTICLE 16
UNSCHEDULED LEAVE (ANNUAL, SICK, LWOP)

Section 1. UNSCHEDULED LEAVE**.** Unscheduled absences consist of personal illness, family illness, death or other conditions which are outside the control of the EMPLOYEE, that require sudden or immediate action on the part of the EMPLOYEE, and could not have been reasonably foreseen by the EMPLOYEE.

Section 2. An EMPLOYEE who is absent in accordance with section (1) above, shall notify the Management designated representative of the EMPLOYER, by telephone or in person as soon as practicable after the beginning of the scheduled work shift (preferably within 1 hour). Nothing in this section shall be construed as prohibiting an EMPLOYEE from notifying the EMPLOYER of his/her absence through another EMPLOYEE or by other means. Notification shall include the EMPLOYEE'S name, duty location, reason for absence, and estimated duration of absence. If the EMPLOYEE finds that he/she will be absent beyond the original estimated time, he/she or through

~~an~~other means will report this, indicating the reasons for the continuing absence and its anticipated length not later than the last day of the originally reported absence and each request for continuing absence thereafter. Such notification in of itself does not constitute approval or disapproval of leave by the EMPLOYER. Leave request(s) will be considered on a case-by-case basis. If the employee properly notifies management and it is determined that the absence is legitimate, leave will tentatively be approved. The EMPLOYEE will be required to submit a leave request with justification upon return to duty for final dispensation of leave.

Section 3. EMPLOYEES who do not provide the proper notification or adequate justification will be carried in an absence without leave (AWOL) status. Upon return to duty, the EMPLOYEE shall submit a leave request with justification. The justification will be reviewed by the Management designated representative, and a determination will be made as to whether leave will be approved or disapproved. If leave is disapproved, the EMPLOYEE'S absence will be changed to unauthorized absence. When the Management designated representative meets with the EMPLOYEE on the unscheduled absence, the UNIT EMPLOYEE may request UNION representation in the meeting on the leave request where the EMPLOYEE believes it may result in discipline.

ARTICLE 17
ANNUAL LEAVE

Section 1. It is mutually agreed that annual leave is a right of the EMPLOYEE. EMPLOYEES shall earn annual leave in accordance with applicable statutes and regulations (5 CFR Part 630). All requests for annual leave must be submitted by an EMPLOYEE on a SF-71, "Application for Leave" form or other electronic method (i.e., SLDCADA). The EMPLOYER is responsible for prompt approval or disapproval of leave requests and a copy will be provided to the EMPLOYEE. An EMPLOYEE'S request to take annual leave shall be granted when he/she has given the EMPLOYER reasonable advance notice in order to make a decision based upon workload considerations and the EMPLOYEE has accrued the necessary leave. For purposes of this AGREEMENT the term "workload considerations" takes into account the following factors: manpower and skill availability, and workload requirements or project deadlines. When a request for annual leave has been denied, the EMPLOYEE will be notified in writing of the reason(s) for denial on the appropriate leave form.

Section 2. It is mutually agreed by the UNION and the EMPLOYER that at times annual leave must be scheduled. To accomplish this objective, the following standard provisions will apply:

a. To receive priority consideration, EMPLOYEES should provide the EMPLOYER their proposed leave schedule prior to 1 April. Service Computation Dates will be used to resolve any scheduling conflicts between EMPLOYEES. The PARTIES agree that EMPLOYEES, who do not request annual leave prior to 1 April may still do so at any time during the leave year, provided the EMPLOYEE'S request does not conflict with the choice of another EMPLOYEE who has requested their leave by 1 April**.**

b. EMPLOYEES who have or will accrue leave that must be taken by the end of the leave year (Use or Lose Annual Leave), will provide a schedule covering the remaining days they must take by 31 August.

c. UNIT EMPLOYEES hired after 1 April shall schedule their vacation periods with the EMPLOYER within two (2) weeks after reporting for duty. Their request will be given consideration to the extent permitted by workload requirements and their choice does not conflict with the choice of another employee.

d. For individual EMPLOYEES requesting their vacation schedules prior to 1 April, the EMPLOYER will schedule annual leave for vacations of two (2) weeks or more continuous duration for the EMPLOYEES who, consistent with Section 1, will have sufficient leave due and accrued for the purpose. Once an EMPLOYEE has made his/her selection, he/she shall not be permitted to change his/her selection if by doing so it would disturb the choice of another EMPLOYEE. Efforts consistent with workload requirements will be made to adhere to the requested/approved vacation schedule.

Section 3. The EMPLOYER agrees that, during any period of shutdown of activities or reduced operations to look for potential work assignments for those employees not having annual leave to their credit. In the event a subsequent shutdown or reduction of operations affects vacation plans made by an EMPLOYEE, the EMPLOYEE shall have the right to have his/her vacation rescheduled.

Section 4. The EMPLOYER will consult with the UNION prior to the scheduling of any planned shutdown or periods of reduced operations affecting EMPLOYEES. Efforts will be made to make information relating to the planned shutdown or periods of reduced operations available to EMPLOYEES with as much advance notice as possible and the EMPLOYER will post all known periods of shutdown as soon as it sets a date.

Section 5. ADVANCED ANNUAL LEAVE. Upon written request by the EMPLOYEE per applicable regulations with reasonable advanced justification to the EMPLOYER, annual leave may be advanced to the EMPLOYEE where the amount of leave advanced does not exceed that which will be earned during the remainder of the leave year, and there is a reasonable expectation that the EMPLOYEE will return to duty for a period of time sufficient to repay the advance. (DoD 7000.14-R, Vol. 8, Ch. 5)

Section 6. RESTORATION OF USE OR LOSE ANNUAL LEAVE. Per 5 CFR Part 630, requests for use or lose annual leave submitted after the third pay period before the end of the leave year that are denied and that cannot be rescheduled before the end of the leave year, may not be restored and are forfeited.

Section 7. LEAVE DONOR PROGRAM:

a. A program under which annual leave accrued or accumulated by an EMPLOYEE may be voluntarily donated to any other EMPLOYEE who needs such leave because of a medical

emergency (5 CFR Part 630 Subpart I, J and K). "Medical emergency" means a medical condition of an EMPLOYEE or a family member (see Section 8 below) of such EMPLOYEE that is likely to require the prolonged absence of such EMPLOYEE from duty to result in a substantial loss of income to the EMPLOYEE because of the unavailability of leave (5 CFR Part 630 Subpart I).

b. An application to become a leave recipient by or on behalf of an EMPLOYEE who has been affected by a medical emergency, must be made in writing to the EMPLOYER and provide information required by regulations (5 CFR Part 630 Subpart I and J). The EMPLOYER will approve/disapprove the request and notify the EMPLOYEE in writing of its decision within 10 working days of receiving the request. The EMPLOYER may use a variety of methods to publicize the leave recipient's need for donations of annual leave. The EMPLOYEE may use annual leave withdrawn from a leave bank only for the purpose of a medical emergency for which the leave recipient was approved.

c. An EMPLOYEE may make written application to the EMPLOYER to donate annual leave to a leave recipient. Leave donors and hours donated are CONFIDENTIAL and will not be released. Only Annual leave will be donated with the following limitations:

(1) A minimum of one hour may be transferred;

(2) The maximum amount that can be donated is one-half of the amount of annual leave which would accrue in the leave year that the donation is made.

d. A medical emergency afflicting an EMPLOYEE approved as a leave recipient shall terminate when:

(1) At the end of the pay period in which the leave recipient’s employing Agency receives written notice from the leave recipient or from a personal representative of the leave recipient that the leave recipient is no longer affected by a medical emergency;

(2) EMPLOYEE'S Federal service terminates;

(3) EMPLOYEE'S application for disability retirement has been approved by the Office of Personnel Management;

(4) EMPLOYEE transfers to another Agency;

(5) EMPLOYEE or the EMPLOYEE'S family member has expired; or,

(6) EMPLOYER determines, after written notice to the EMPLOYEE leave recipient with an opportunity for the leave recipient, (or, if appropriate, another person acting on behalf of the leave recipient) to answer orally or in writing that the medical emergency no longer exits.

e. Leave donors will be notified by the EMPLOYER of the termination of the medical emergency when unused donated leave will be returned to them which will be returned on a prorated basis subject to the limitations established by law and regulation. EMPLOYEES should contact their servicing HRO for additional information on this program.

Section 8. A family member is defined by 5 CFR 630.201 as an EMPLOYEE'S spouse and parents thereof; children including adopted children, and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the EMPLOYEE is equivalent of a family relationship.

ARTICLE 18
SICK LEAVE

Section 1. The PARTIES recognize the value of sick leave and agree to encourage sick leave conservation so it will be available when needed. The PARTIES further agree that sick leave documentation and information will be strictly handled in a confidential and discreet manner. All requests for sick leave must be submitted by an EMPLOYEE on a SF-71, "Application for Leave" form or other electronic method (i.e., SLDCADA). The EMPLOYER is responsible for prompt approval or disapproval of leave requests and a copy will be provided to the EMPLOYEE. When sickness occurs within a period of annual leave the EMPLOYER may grant sick leave for the period of sickness. UNIT EMPLOYEES shall earn sick leave in accordance with applicable statutes and regulations.

Section 2. Sick leave is an EMPLOYEE benefit and the EMPLOYEE has a statutory right to use for such things as receiving medical, dental, or optical examination/treatment, or when an EMPLOYEE is incapacitated by physical or mental illness, injury, pregnancy, or childbirth. Sick leave may also be used to care for a family member (see Article 12, Section 8) who is receiving medical, dental, optical examination/treatment, adopt a child, or make funeral arrangements for a family member. For a complete listing of Sick Leave uses, see 5 CFR Part 630 Subpart D, and the applicable EMPLOYER'S instruction(s).

Section 3. Sick leave shall be requested as far in advance as possible, and the amount requested shall be limited to that amount which is reasonable for the specified request. If the need for unscheduled sick leave occurs prior to the start of the EMPLOYEES' scheduled work time, they will contact the EMPLOYER within two (2) hours of the start of their scheduled work time. Unscheduled sick leave requests will be approved or disapproved on a case-by-case basis. Extenuating circumstances may be considered by the EMPLOYER in the event that the notice is not received within the specified call-in time. If EMPLOYEES are prevented from personally contacting the EMPLOYER, notification of the absence may be made by another responsible person; however, in all instances EMPLOYEES are responsible for assuring that notification is made. Notification to the EMPLOYER will include the EMPLOYEE'S name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself, assure that leave will be approved. If the EMPLOYEE speaks directly to the EMPLOYER, the EMPLOYEE should assume leave is approved for the amount of time requested unless specifically disapproved at that time. If the EMPLOYEE anticipates absence

beyond the initial estimated period, the additional absence will be reported as soon as possible to the EMPLOYER indicating the anticipated length of the absence. The EMPLOYEE will submit a SF-71 or other electronic method (i.e., SLDCADA, etc.) to the EMPLOYER upon return to work.

Section 4. In accordance with 5 CFR 630.403, the EMPLOYER may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The EMPLOYER may consider an EMPLOYEE'S self-certification as to the reason for his/her absence as administratively acceptable evidence, regardless of the duration of the absence. The EMPLOYER may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workdays or for a lesser period when the EMPLOYER determines it is necessary. Such determinations may be grieved under Article 25. The EMPLOYEE must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the EMPLOYER requests such medical certification as required by law and regulations.

Section 5. If the EMPLOYER has reason to believe that an EMPLOYEE may be abusing the sick leave privilege, the EMPLOYER may advise the EMPLOYEE via a Letter of Requirement that all future requests for unscheduled sick leave must be supported by a medical certificate verifying incapacitation. Such written notice will not be filed in the EMPLOYEE'S official personnel file. It is further agreed that the EMPLOYER will review the sick leave record of each EMPLOYEE required to furnish a medical certification for each absence per a Letter of Requirement at least annually. Where such review reveals that the EMPLOYEE has not abused sick leave privileges during the review period, the EMPLOYER will normally cancel the Letter of Requirement and will notify the EMPLOYEE of such decision in writing.

Section 6. EMPLOYEES who are incapacitated for duty because of serious illness, disability, or pregnancy and when there is reasonable expectation that an EMPLOYEE will return to duty, an EMPLOYEE may be advanced sick leave up to the maximum as established by law provided:

a. The EMPLOYEE submits a written request to the EMPLOYER prior to the desired effective date of the advance leave unless prevented from doing so by the disability or illness. The EMPLOYEE'S request must be supported by medical documentation.

b. There is reasonable assurance that the EMPLOYEE will return to duty for a sufficient period of time to earn the sick leave that is advanced.

c. All earned sick leave to the EMPLOYEE'S credit is exhausted before the date the advanced sick leave is to begin.

d. The EMPLOYEE does not have a current Letter of Requirement as provided in Section 5 above.

Section 7. In the event an EMPLOYEE is absent because of incapacitation for duty and this incapacitation is of a sensitive/personal nature and the EMPLOYEE has provided administratively

acceptable evidence to the EMPLOYER to support the request for sick leave as provided in 5 CFR 630.403, the EMPLOYEE will not be required to report the exact nature of his/her illness on the leave form. The EMPLOYEE may privately discuss their situation with the appropriate management official. Confidential medical records and/or notes may be provided by the EMPLOYEE in support of their leave request.

ARTICLE 19
LEAVE WITHOUT PAY

Section 1. Leave without pay (LWOP) is a temporary non-pay status and absence from duty granted upon an EMPLOYEE'S request. All requests for leave without pay, regardless of duration, are subject to approval by the EMPLOYER. The permissive nature of LWOP distinguishes it from Absence Without Leave (AWOL), which is an absence from duty that is not authorized or approved. Authorizing LWOP is a matter of administrative discretion by the EMPLOYER, except as otherwise provided by applicable law and regulation. A period of LWOP shall not exceed one year for each application except as provided for in this Article. LWOP requests will be submitted to the EMPLOYER as far in advance as possible prior to the date the requested LWOP is to begin. The request will either be approved or disapproved by the EMPLOYER and a copy provided to the EMPLOYEE. LWOP granted to an EMPLOYEE may not, at a later time, be converted to annual or sick leave except as provided by applicable law and regulation (See DoD 7000.14-R, Volume 8, Chapter 5).

Section 2. The EMPLOYER recognizes that EMPLOYEES may be elected or appointed to serve as a delegate to a UNION convention or other such function that requires absence from the EMPLOYER'S premises. In this regard, upon joint written request by the UNION and the EMPLOYEE(S) concerned, the EMPLOYER may grant annual leave/LWOP for such EMPLOYEE(S) provided the request is submitted with reasonable advance notification.

The UNION agrees to adhere to the total number and names of EMPLOYEE(S) contained on the joint request. In the event a situation develops which is outside the control of the UNION which necessitates that the UNION name a substitute, substitution will be made on a one-for-one basis and notification of the name of the substitute(s) must be furnished to the EMPLOYER with reasonable notification prior to the absence. In any event should the EMPLOYER disapprove the absence of a primary or substitute Representative, the UNION and the EMPLOYEE(S) concerned will be notified in writing by the EMPLOYER and given the specific reason(s) therefore.

Section 3. The EMPLOYER agrees that when given advance written notice, as required in Section 2 above, that an UNIT EMPLOYEE has been elected or appointed to a UNION office which requires an extended leave of absence (one (1) year or more) the EMPLOYEE may, subject to applicable laws and regulations, and workload considerations, be granted annual leave and/or LWOP. In the event the EMPLOYEE requests an extension of absence for the same purpose and workload considerations permit, the EMPLOYER may approve the extension subject to applicable laws and regulations. Should the EMPLOYER disapprove the initial application or extension, the UNION and the EMPLOYEE will be notified in writing of the specific reason(s) therefore. It is understood that not

more than one (1) UNIT EMPLOYEE at any one time will be granted extended LWOP under the provisions of this Section.

Section 4. The EMPLOYER recognizes the obligation to return an EMPLOYEE to duty at the expiration of approved LWOP to the position and rate of pay to which the EMPLOYEE is entitled.

Section 5. Normally LWOP does not affect an EMPLOYEES' standing during Reduction-in-Force (RIF) procedures and will be processed as if they were in a pay status. EMPLOYEES should see their appropriate HRO to determine any effects relating to taking LWOP in the event of a RIF.

Section 6. Any type of LWOP may affect an EMPLOYEES' service time for retirement, Federal Employee Health Benefits (FEHB) contributions, and Federal Employees Group Life Insurance. EMPLOYEES should see their appropriate HRO to determine any effects relating to taking LWOP.

Section 7. FAMILY AND MEDICAL LEAVE ACT (FMLA) entitles an EMPLOYEE to a total of 12 administrative workweeks of non-paid leave LWOP during any 12-month period for purposes as defined by statute and regulations for such things as, birth of a son or daughter, adoption of children, care of a family member with a serious health condition, military family leave, or care associated with injuries sustained while on active duty. To be eligible for FMLA leave under Title II, an EMPLOYEE must have worked as a civil servant for 12 months. The EMPLOYER may require that a FMLA request be supported by written medical certification issued by a health care provider and may also require periodic reports on the EMPLOYEE's status. EMPLOYEES may request to take a combination of FMLA leave with annual and/or sick leave. EMPLOYEES are encouraged to review 5 CFR Part 630 Subpart L, Public Law 110-181, and see their appropriate HRO for additional details on FMLA.

ARTICLE 20
ADMINISTRATIVE LEAVE

Section 1. Administrative leave is an excused absence from duty without loss of pay and without charge to annual or sick leave.

Section 2. Administrative leave may be granted when EMPLOYEES are prevented from working due to extreme weather conditions or other severe disruptions. When the EMPLOYER determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an EMPLOYEE should or should not be charged leave for an absence depends upon the EMPLOYEE'S duty or leave status at the time of dismissal:

a. If an EMPLOYEE was on duty and was excused, there is no charge to leave for the remaining hours of the work schedule after being excused.

b. If an EMPLOYEE was on duty and departed on leave after official work was received but before the time set for dismissal, leave is charged from the time the EMPLOYEE departed until the time set for dismissal.

c. EMPLOYEES who are on scheduled leave before notice of early dismissal is received will be charged leave for the amount of time requested for that day.

d. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station, prevents an EMPLOYEE from getting to work on time or at all, the EMPLOYEE may be granted administrative leave on a case-by-case basis.

Section 3. The EMPLOYER agrees that when the Command authorizes administrative leave for a specific event, EMPLOYEES in a duty status may be granted administrative leave. This excludes EMPLOYEES who are in a Regular Day Off (RDO) status, in an approved leave status on the particular day, or due to essential work assignment. Use of administrative leave will be considered on a situational basis and must be approved by the Commanding Officer.

Section 4. VOTING AND REGISTRATION
Excused absence for registering and/or voting in any election or referendum may be granted to permit an EMPLOYEE to report to work 3 hours after the polls open or leave work 3 hours before the polls close, which ever involves less time away from work. Under exceptional circumstances, additional time may be granted. EMPLOYEES who are off duty for three consecutive hours or more while the polls are open, shall not be granted excused time to vote. Any excused time to vote requires prior coordination with the EMPLOYEES' Supervisor. When permitted by voting regulations, EMPLOYEES such as those on or scheduled to go on Temporary Additional Duty (TAD), are encouraged to vote by absentee ballot. However, it is understood that no excused time shall be provided to register if registration can be accomplished on a non-workday or via another means (i.e., phone, INTERNET, etc.).

Section 5. BLOOD DONATION
EMPLOYEES who serve as blood donors, based upon workplace needs, may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following the blood donation, and for necessary travel to and from the donation site. Such excusal does not cover an EMPLOYEE who gives blood for his or her personal use or receives compensation for giving blood. (DoD 7000.14-R, Volume 8, Chapter 5)

Section 6. BONE MARROW OR ORGAN DONATION
EMPLOYEES who submit to blood testing for the purpose of being placed on a Bone Marrow Donor Registry or as a potential organ donor may, based upon workplace needs, be excused from work without charge to leave for the time necessary to provide for such blood testing. If a UNIT EMPLOYEE is notified and requested to be a bone marrow or organ donor, they are entitled to thirty days of paid leave each calendar year (in addition to annual and sick leave) to serve as a donor (as specified in PL 106-563-329, Section 629). For medical procedures and recuperation requiring absences longer than thirty days, EMPLOYERS will accommodate EMPLOYEES by granting additional time off in the form of excused absence, accrued sick leave and/or annual leave, as appropriate; Leave Without Pay, and advanced sick leave and/or annual leave.

Section 7. The EMPLOYER may excuse EMPLOYEES for brief absences for any other reasons that are deemed to be in the best interest of the community, public or the Agency.

Section 8. FUNERALS
Under certain circumstances (5 U.S.C. 6321), the EMPLOYER may excuse EMPLOYEES from duty for certain veterans to participate in funeral ceremonies for a member of the Armed Forces whose remains are returned from abroad for final interment in the United States. Under 5 U.S.C. 6326, an EMPLOYEE is entitled to leave without loss of or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating, to make arrangements for, attend the funeral of, or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone.

Section 9. COURT LEAVE

a. EMPLOYEES are authorized court leave with pay when summoned to serve as a juror, or subpoenaed as a witness in a non-official capacity on behalf of any party in a judicial proceeding to which the Unites States, the District of Columbia, or a state or local government is a party. If an EMPLOYEE is on annual leave when called to jury duty or witness service, court leave will be substituted by the EMPLOYER, and no charge will be made to annual leave for the court service. An EMPLOYEE under proper summons from a court for jury duty should be granted court leave for the entire period, regardless of the number of hours per day or days per week he/she actually serves on the jury during the period. Jury service for which an EMPLOYEE is entitled to court leave does not include periods where the EMPLOYEE is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of 1 day. Figure 1 contained in this Section, outlines the regulatory benefits granted to UNIT EMPLOYEES who perform jury service or act as a witness.

b. If a UNIT EMPLOYEE is called to perform the above civic duties, the EMPLOYEE shall promptly notify their immediate Supervisor or other appropriate authority so that arrangements may be made for the EMPLOYEE to perform the duties. Should extenuating workload considerations exist the EMPLOYER may request that a UNIT EMPLOYEE be released from jury duty, with concurrence of the EMPLOYEE, and subject to approval by the court. Such request does not relieve the EMPLOYEE of civic responsibility unless dismissed by the court.

c. When a UNIT EMPLOYEE is excused or discharged by the court from jury service or as a witness, in time to permit the EMPLOYEE to return to the duty site for at least three hours during the normal workday, the EMPLOYEE shall return to duty or request annual leave. The EMPLOYEE may not be required to return to duty if it would cause a hardship.

d. When an EMPLOYEE is called for court service (as a witness or juror), the court order, subpoena, or summons, if one was issued, must be presented to their Supervisor as far in advance as possible. Upon completion of such service, the EMPLOYEE will provide signed documentation from the court which shows the dates of service.

e. A UNIT EMPLOYEE on court leave or official duty status for jury or witness service is not entitled to a jury or witness fee. An EMPLOYEE is entitled to keep any court determined expenses over and above any jury or witness fee. If a court should present an EMPLOYEE with a fee, the EMPLOYEE will present such fee to the EMPLOYER together with certification of service from the court as specified in paragraph (d) above, for proper disposition. The EMPLOYEE must submit fees received for jury or witness service by money order or personal check to the EMPLOYER. An EMPLOYEE serving on a jury in a state or local court who waives or refuses to accept jury and/or witness fees is still liable to the Agency for the fees he or she would have received for such jury or witness service while on court leave.

Section 10. MILITARY AND LAW ENFORCEMENT LEAVE

a. The purpose of this leave is to allow members of the Selected Reserve and National Guard the opportunity to participate in annual active duty training periods and provide assistance in enforcing the law, as in a riot, or to prevent looting following a natural or man-made disaster. The PARTIES agree that the EMPLOYEE may not be denied hiring, retention in employment, or any promotion or other incident or advantage of employment because of their military obligations.

b. MILITARY LEAVE**.** EMPLOYEE is expected to give as much prior notice as possible in requesting leave for active or inactive military training to allow Supervisors to accommodate their absences. Upon submission of official active duty orders received from their military reserve component to the EMPLOYER, eligible EMPLOYEES shall be granted the appropriate regulatory amount of military leave with pay as allowed by law (DoD 7000.14-R, Volume 8, Chapter 5). Annual leave or LWOP may be granted when military leave is not applicable, or has been exhausted. Sick leave may be granted under strictly limited and controlled situations. The mandatory granting of appropriate leave for active or inactive military training is based on the assumption the EMPLOYEE has followed leave procedures and has provided acceptable documentation to the EMPLOYER.

c. LAW ENFORCEMENT LEAVE**.** The use of this leave is dependent on official military orders expressly for the purpose of aiding in law enforcement in such situations as riots, or prevention of looting in a natural or man-made disaster. This leave is different from that of military leave and the two leave categories are not interchangeable. Upon submission of official orders to the EMPLOYER, eligible EMPLOYEES shall be granted the appropriate regulatory amount of law enforcement leave with pay as allowed by law (DoD 7000.14-R, Volume 8, Chapter 5). Use of law enforcement leave is non-discretionary, neither the EMPLOYEE nor the EMPLOYER may choose to use any other type of leave charge or excused absence for the purpose of law enforcement duty. Once law enforcement leave is exhausted, the EMPLOYEE may request either military leave or other leave as applicable.

d. Upon return from military or law enforcement leave, the EMPLOYEE will submit endorsed orders to the EMPLOYER for disposition.

ARTICLE 21
INJURY COMPENSATION

Section 1. The EMPLOYER agrees to comply with the provisions of the Federal Employees Compensation ACT (FECA) and other pertinent regulations, including the Office of Worker's Compensation Programs (OWCP) when an EMPLOYEE suffers an occupational disease or traumatic injury in the performance of his/her assigned duties.

Section 2. The EMPLOYER will brief all EMPLOYEES and the UNION on existing requirements and proper procedures for reporting FECA injuries and provide updated information as it occurs. EMPLOYEES should contact the NAVFAC SE Human Resources Office (HRO) for any issues or questions associated with this subject and/or procedures. The EMPLOYER agrees to post the current contact information for HRO on all official bulletin boards. Additional information may be found in 20 CFR Part 10 and DODINST 1400.25.

Section 3. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to EMPLOYEES. The EMPLOYER shall assist EMPLOYEES in completing all forms necessary to ensure proper and prompt adjudication of their claim.

Section 4. The EMPLOYEE or someone working on their behalf, should contact the EMPLOYER's designated representative, within two (2) work days following an injury, with the applicable background information so that an electronic Form CA-1 or CA-2 can be submitted to the HRO. A claim must be submitted no later than 30 days after the accident. When a Form CA-1 (Traumatic injury) is submitted, the EMPLOYEE is entitled to Continuation of Pay (COP). If medical documentation is not received within ten (10) calendar days from the date a Form CA-1 is submitted, the COP will be terminated. Then the EMPLOYEE will have to elect either sick leave, annual leave, or Leave Without Pay (LWOP) by submitting a SF-71 or using SLDCADA, or other electronic means. In the case of occupational disease, the completed CA-2 shall be submitted to the OWCP or their designated Office within ten (10) working days from the date of receipt from the EMPLOYEE. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

Section 5. EMPLOYEES should contact the FECA Injury Compensation Administrator for the appropriate personnel procedures in the event the EMPLOYEE losses leave as a direct result of an administrative or procedural error. All applicable laws, including 20 CFR §10.425, and DoD/DoN polices and guidelines will apply. The EMPLOYER will provide the UNION the contact information for the FECA Injury Compensation Administrator.

Section 6. The EMPLOYEE is entitled to select the physician or medical facility of his/her choice, which is to provide treatment following an on-the-job injury or occupational disease. The EMPLOYER may make its own facilities available for examination and treatment of injured EMPLOYEES. According to Department of Labor (DOL) regulations, neither the EMPLOYER nor the HRO can direct the EMPLOYEE to see a specific private physician. The EMPLOYEE has the right to select any physician as long as the physician will bill DOL for any services rendered. To the extent provided by DOL to the EMPLOYER, the EMPLOYER will provide a listing of the physicians participating in the OWCP in the

area. The medical billing processing provider of OWCP, ACS, maintains a list of doctors who have billed OWCP for treatment of federal workers' compensation claimants. On the DOL website, a claimant can search for those doctors, by name to see if a particular doctor treats OWCP patients or by location to find a doctor whose office already knows how to bill OWCP and thus more likely to take on a new OWCP patient.

Section 7. Injured EMPLOYEE's are entitled to civil service retention rights in accordance with 5 U.S.C. 8151.

Section 8. The EMPLOYER may controvert claims for Continuation of Pay (COP) in accordance with 20 CFR §10.220 and other applicable laws, and applicable DoD/DoN regulations. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the EMPLOYER submits in support of the controversion shall be provided to the EMPLOYEE. Final determination of COP entitlements is made by OWCP.

Section 9. To protect entitlements the injured EMPLOYEE must file Form CA-1 within 30 days after sustaining an injury. Another person, or designee, acting on behalf of an injured EMPLOYEE may complete this form. However, the EMPLOYEE has only 10 days to get medical documentation after filing the CA-1. This is an important time frame and must be emphasized. By statutory right, the EMPLOYEE does have up to three years to file a CA-7 form for an injury claim per 20 CFR § 10.100.

Section 10. HRO, EMPLOYER, and the EMPLOYEE all have required actions to ensure proper procedures are followed to provide DOL with the information necessary to process all forms associated with FECA. The EMPLOYEE should contact HRO for specific direction and guidance concerning the FECA process, and OWCP procedures. EMPLOYEES must maintain contact with their assigned OWCP claims examiner. Examples of specific processes include, but are not limited to:

a. HRO, or its designee, will provide a completed Form CA-16 (Authorization for Examination and/or Treatment) to the private physician of the EMPLOYEE. In an emergency, upon notification of the injury, HRO, or its designee, will obtain verbal authorization for treatment from the DOL and then forward the completed CA-16 to the medical facility.

b. The injured EMPLOYEE's absence from work is normally charged as Traumatic Injury Leave. Unless he/she elects, the UNIT EMPLOYEE is not to be charged with annual or sick leave. The injured EMPLOYEE may be entitled to up to 45 calendar days of COP provided the claim has been initiated within the 30-day time requirement. The EMPLOYER continues to compensate the EMPLOYEE the same as if he/she were still available for duty. If medical evidence indicates the disability is to continue beyond 45 days, a Form CA-7 and medical documentation must be submitted to HRO for further processing.

Section 11. EMPLOYEES must understand that they potentially could lose important benefits if required FECA and DOL procedures and timelines are not followed. Both PARTIES agree that the EMPLOYEE should contact HRO directly to ensure that these required procedures are met.

ARTICLE 22
INVESTIGATIONS

Section 1. PURPOSE. To specifically define the EMPLOYER's investigative processes, the representational rights of the UNION, and the right of the EMPLOYEES to be represented during an investigation to the extent permitted by law and regulation. This Article provides procedural and substantive guidance for EMPLOYEES, UNION, and EMPLOYER, and refers directly to the respective rights and responsibilities Articles of this AGREEMENT.

Section 2. ADMINISTRATIVE INVESTIGATION

a. An Administrative Investigation is an investigation into alleged misconduct that may lead to disciplinary or adverse action(s) against an EMPLOYEE(S), but not criminal prosecution. It does not apply to day-to-day work related communications between the EMPLOYER and EMPLOYEES, or to discussions concerning job performance.

b. During an Administrative Investigation, only a duly recognized UNION representative will be allowed to represent an EMPLOYEE. Use of a personal attorney during an Administrative Investigation is prohibited.

c. The PARTIES encourage the timely involvement of the UNION in all Administrative Investigations or Examinations prior to any action taken against an EMPLOYEE.

d. Pursuant to 5 U.S.C. 7114(a)(2)(B) (known as the Weingarten Rule), an EMPLOYEE is entitled to UNION representation in an examination of an EMPLOYEE in the UNIT by a representative of the Agency in connection with an investigation if:

(1) The EMPLOYEE reasonably believes that the examination may result in disciplinary action by the EMPLOYER; and

(2) the EMPLOYEE requests such representation.

e. EMPLOYEES involved in an Administrative Investigation or Examination will be advised that the information they provide will not be used against them in a criminal action, but the information provided may be used against them in taking an Administrative action, to the extent permitted by law and regulation (see Kalkines vs. United States, 1973 on this matter). EMPLOYEES may be advised of their option to answer, and the consequences of remaining silent and facing disciplinary/adverse action for failure to cooperate.

f. During the course of an Administrative Investigation or Examination, should the matter be determined to be criminal in nature, the rights of an EMPLOYEE are covered in Section 3 of this Article and by applicable law and regulation.

g. At the conclusion of the investigation, the EMPLOYER will render a decision and notify the EMPLOYEE in a timely manner.

Section 3. CRIMINAL INVESTIGATION**.** It is understood by the PARTIES that in the event an EMPLOYEE is investigated for alleged criminal acts that may lead to prosecution, that EMPLOYEE will:

a. be given their Constitutional rights against self-incrimination (MIRANDA RIGHTS) by a duly appointed law enforcement official as required by applicable law;

b. be allowed to call an attorney of their choice prior to the continuance of the investigation as required by applicable law; and

c. be allowed to have a UNION representative present in addition to legal counsel as identified in paragraph (b) above to the extent permitted by applicable law and regulation.

d. It is also understood by the PARTIES that in a criminal investigation EMPLOYEES have the right to remain silent and be represented by a personal attorney as required by applicable law.

Section 4. INSPECTOR GENERAL INVESTIGATIONS**.** The PARTIES agree that EMPLOYEES, who reasonably believe that a disciplinary action may be taken against them, as a result of the interview, are entitled to UNION representation, if requested, during interrogations by any Office of the Inspector General in accordance with applicable law. (National Aeronautics and Space Administration *et al*. v. Federal Labor Relations Authority, *et al*., Supreme Court, No 98-369, June 17, 1999.)

Section 5. Inappropriate or illegal use of surveillance equipment on government facilities is prohibited.

ARTICLE 23
DISCIPLINARY ACTION

Section 1. The PARTIES agree that the objective of discipline is to correct and improve EMPLOYEE behavior so as to promote efficiency in the workplace. Disciplinary action for purposes of this Agreement is defined as a Suspension for fourteen (14) days or less or a Letter of Reprimand. The PARTIES further agree that the concept of progressive discipline may be followed by the EMPLOYER; however, in cases of egregious misconduct or national security or criminal misconduct, this approach may not apply. The PARTIES also agree that for discipline to be effective it must be timely as per 5 CFR Part 752.

Section 2. Disciplinary action shall be taken only for just cause and is grievable under the provisions of Article 25, Grievance Procedure.

Section 3. Prior to the start of any discipline proceedings including investigative interviews, the EMPLOYER will inform the EMPLOYEE, in the presence of his/her assigned Steward, of their rights to UNION representation. If the EMPLOYEE does not desire UNION representation, he/she shall so indicate his/her desire in writing to the Steward and Supervisor. The EMPLOYER will notify the UNION of all officially contemplated disciplinary actions against a UNIT EMPLOYEE as soon as possible after notification is given to the EMPLOYEE, except in those cases where the action is based on a matter personal to the EMPLOYEE and the EMPLOYEE requests in writing that the action be kept confidential. The application of this section applies only to the extent that the provisions of the Privacy Act are not violated.

Section 4. Written warnings and counseling letters shall not be placed in the EMPLOYEE'S Electronic Official Personnel files (eOPF). Letters of Reprimand and Letters of Suspension of fourteen (14) days or less will not remain in the EMPLOYEE'S eOPF later than twenty-four (24) months from the date of issuance. Personnel Actions (SF-50) remain as a permanent part of the EMPLOYEES eOPF.

Section 5. Copies of all material relied upon to support the reasons for disciplinary action shall be provided to the EMPLOYEE and UNION representative. Any material or evidence which has been declared non-disclosable or non-discoverable shall not be relied upon to support the action against the EMPLOYEE.

Section 6. The EMPLOYER agrees that in the event a UNIT EMPLOYEE is issued a notice of proposed suspension of fourteen (14) days or less, the EMPLOYEE will be given at least ten (10) work days to respond to the proposed action orally and/or in writing to the EMPLOYER. The EMPLOYER will notify the EMPLOYEE and UNION of the final decision with a goal of no later than fifteen (15) work days after receipt of the EMPLOYEE'S response to the proposed action. The EMPLOYEE will have the Notice of the Decision at least five (5) workdays prior to the effective date of any suspension.

ARTICLE 24
ADVERSE ACTION

Section 1. For purposes of this agreement an adverse action is a removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less.

Section 2. The EMPLOYER may take adverse action for just cause as will promote the efficiency of the service, consistent with applicable law or regulations. The EMPLOYER when issuing a final decision regarding an adverse action shall advise the EMPLOYEE(S) concerned of his/her rights to appeal the action to the appropriate office of the Merit Systems Protection Board, the procedures to be followed in filing the appeal, his/her right to representation and the time limit for submission of the appeal. However, the action may be submitted through the negotiated grievance procedure (Article 25) at the EMPLOYEE'S option. The EMPLOYEE may not use both procedures.

Section 3. Prior to the start of any adverse action proceedings including investigative interviews, the EMPLOYER will inform the EMPLOYEE, in the presence of his/her assigned Steward, of their rights to UNION representation or select another Representative of his/her own choosing. If the EMPLOYEE does not desire UNION representation, he/she shall so indicate his/her desire in writing to the Steward and the EMPLOYER. The EMPLOYER will notify the UNION of all officially contemplated adverse actions against a UNIT EMPLOYEE as soon as possible after notification is given to the EMPLOYEE, except in those cases where the action is based on a matter personal to the EMPLOYEE and the EMPLOYEE requests in writing that the action be kept confidential. The application of this section applies only to the extent that the provisions of the Privacy Act are not violated.

Section 4. If a Merit Systems Protection Board Appellate hearing is scheduled in connection with a UNIT EMPLOYEE'S adverse action appeal, the UNION shall have the right to have a UNION Representative present during the hearing, subject to approval by the Appeals Examiner. If the UNIT EMPLOYEE selects UNION representation to personally represent his/her appeal to the MSPB the presenting Representative shall do so without charge to leave or loss of pay.

Section 5. If the EMPLOYER decides to issue a notice of proposed adverse action, the EMPLOYEE is entitled to at least 30 calendar days of advance written notice, unless there is reasonable cause to believe the EMPLOYEE has committed a crime for which a sentence of imprisonment may be imposed stating the specific reasons for the proposed action; or, in addition, advance notice and an opportunity to reply are not required for furloughs due to unforeseeable circumstances or sudden emergencies in accordance with applicable Government-wide regulation. The EMPLOYER agrees that in the event a UNIT EMPLOYEE is issued a notice of proposed adverse action, as defined in 5 U.S.C. 7512, the EMPLOYEE will be given at least ten (10) work days to respond to the proposed action orally and/or in writing to furnish affidavits, and other documentary evidence, in support of such answers to the EMPLOYER. The EMPLOYER will notify the EMPLOYEE and UNION of the final decision and specific reasons therefore at the earliest practicable date with a goal of no later than fifteen (15) work day after the receipt of the EMPLOYEE'S response to the proposed action. The EMPLOYEE may be given five (5) workdays notice prior to the effective date of the adverse action, however, each situation will be determined on a case-by-case basis by the EMPLOYER.

Section 6. The EMPLOYER and the UNION will utilize the joint Labor/Management Forum to meet and discuss changes in NAVFAC SE policies concerning disciplinary and adverse actions. The UNION will designate in writing the UNION Representatives for the Labor/Management Forum. The Forum will develop appropriate notification or training necessary to inform the EMPLOYEES of any changes in EMPLOYER'S policies concerning discipline or adverse actions. The UNION may submit suggestions for improvement in this area at any time to the Public Works Officer/Deputy Public Works Officer.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 1. The EMPLOYER and the UNION desire that all UNIT EMPLOYEES receive fair and equitable treatment in processing their grievances. It is intended that this grievance procedure will provide an orderly means of resolving grievances at the lowest possible level and the PARTIES agree to work toward this end. It is further recognized that grievances arise occasionally among people in any work situation, therefore, the filing of a grievance under this procedure shall not be construed as reflecting unfavorably on a UNIT EMPLOYEE'S good standing, his/her performance, loyalty, or desirability to the EMPLOYER.

Section 2. A grievance is defined to be any disagreement between the PARTIES or UNIT EMPLOYEE(S), which may pertain to any matter involving the interpretation or application of this AGREEMENT or any claimed violation, misinterpretation of any law, policies and regulations of the Department of Defense, Department of the Navy, and the EMPLOYER which concern personnel policies or practices**,** and matters affecting working conditions of UNIT EMPLOYEES, whether or not specifically covered by the AGREEMENT. The grievance procedure contained herein shall be the sole procedure available to the UNION, EMPLOYER, and UNIT EMPLOYEES for the purpose of resolving such matters, including question of arbitrability and suspension of 14 days or less, except for the following:

a. Any claimed violation of matters relating to prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. National security matters.

d. Any examination, certification, or appointment.

e. Classification of any position which does not result in the reduction in grade or pay of an EMPLOYEE.

f. The separation of an EMPLOYEE during the EMPLOYEE's probationary period or while the EMPLOYEE is serving in the first year of a "Worker-Trainee" type of program, a Veteran's Readjustment program or other Excepted Appointment; or while the EMPLOYEE is serving under a time limited appointment.

g. An allegation or complaint of discrimination because of race, religion, color, sex, national origin, age or handicapping condition.

h. Non-selection from among a group of properly ranked and certified candidates.

i. Reduction-In-Force action.

j. Any other matter for which a statutory or regulatory appeals procedure exists, except as otherwise noted below.

Section 3. An EMPLOYEE who has been removed or reduced in grade for unacceptable performance, or who has been subject to removal, or a suspension for more than fourteen (14) calendar days, may at the EMPLOYEE's option, appeal the matter to the Merit Systems Protection Board (MSPB), or file a grievance in accordance with the procedures contained in this Article, but not both. An EMPLOYEE shall be deemed to have exercised this option by their written submission.

Section 4. UNIT EMPLOYEES who desire to utilize this grievance procedure must be represented by the UNION or an individual approved by the UNION, unless they do not desire such representation, in which case the following apply:

a. The EMPLOYEE must represent himself/herself.

b. The resolution of the grievance may not be inconsistent with the terms of this AGREEMENT.

c. The UNION is given the opportunity to be present during all discussions held between the EMPLOYEE and the EMPLOYER in connection with the attempted resolution of the grievance and the UNION is provided a copy of the written decision if one is made.

d. The EMPLOYER's decision concerning the grievance is final and the grievance is not subject to arbitration.

Section 5. Grievance Representation

EMPLOYEES have the option of not having their assigned Steward present when discussing their issue, during an informal discussion, with the first level Supervisor or EMPLOYER designee. If an EMPLOYEE decides to pursue the issue in a formal manner as a grievance then he/she shall make the decision about their grievance representation prior to the Step 1 formal grievance meeting. If a UNIT EMPLOYEE does not desire representation by the UNION, the EMPLOYEE must so state in writing on the form provided in Appendix C to the Steward prior to the formal Step 1 discussion with the first level Supervisor or EMPLOYER designee. A copy of the form will be provided to the first level Supervisor or EMPLOYER designee. This decision shall be irrevocable. When a UNIT EMPLOYEE makes such a decision, one of the EMPLOYEE'S Representatives designated in Steps 2 through 3 of the Grievance procedure shall serve as a Representative of the UNION rather than in the capacity of the EMPLOYEE'S Representative. At Step 1 the assigned Steward shall serve as the Representative of the UNION.

Section 6. The following formal procedure must be followed in processing a grievance that has been filed by a UNIT EMPLOYEE; except as otherwise provided for in Section 9. The grievance will be submitted at the lowest step where the authority is vested to grant the relief requested. Once a grievance is initiated at any stage, it should constitute the total issue to be considered by the

EMPLOYER. The issue is the specific action or administrative decision that is the basis for the grievance. Additional relevant facts and regulations may be presented by either party at any stage of the grievance process. All Grievance hearing, except for Step 3, will be held as in-person meeting unless both PARTIES agree to the use of technology to facilitate the hearing due to the availability of the designated Hearing Official, reduction of travel costs, and/or to expedite the time involved in the grievance. Step 3 hearing will normally be held using teleconferencing, VTC, webcam, etc., technologies vice holding in-person meeting due to distance and time availability of the Commanding Officer or Executive Officer. If the PARTIES agree to the use of technology to facilitate a grievance hearing the EMPLOYER shall bear all cost for the use of such technology.

Step 1. The grievance shall first be presented in writing by the EMPLOYEE and his/her assigned Steward to the first-level Supervisor or EMPLOYER designee. The grievance must be submitted on the form provided in Appendix C. It must state the issue being grieved, specific factual information supporting the issue, applicable article(s), sections(s) of this AGREEMENT, and specific chapters and sections of published policy and/or regulations which are applicable. The grievance must be presented to the EMPLOYER designated official within fifteen (15) work days after the event which gave rise to the grievance or within fifteen (15) work days after the date the EMPLOYEE could have reasonably expected to be aware of the incident/event which gave rise to their grievance. Failure to meet this time line will result in the grievance being automatically terminated. During the attempt to resolve the grievance, the grievant or Steward shall present available information surrounding the grievance, discussing the matter and the corrective action which the EMPLOYEE desires. The first-level supervisor or EMPLOYER designee shall render a written decision to the grievant and Steward not later than three (3) work days after completion of the discussion. In rendering his/her decision, the first-level Supervisor or EMPLOYER designee will briefly summarize the grievance, the consideration that he/she gave it, the conclusion, which he/she reached, and the corrective action to be taken, if any. At the conclusion of the Step 1 meeting, the first-level Supervisor or EMPLOYER designee will also inform the EMPLOYEE and the UNION in writing of the name, title and contact information of the second level management official/EMPLOYER designee who should be contacted for the Step 2 grievance process if the Step 1 decision is not acceptable.

Step 2. If the grievance was not resolved at Step 1, the grievant or his/her assigned Chief Steward or Union designated representative, may submit the grievance to Step 2. The grievance must be submitted on the form provided in Appendix C within five (5) work days following receipt of the Step 1 decision. It must state the issue being grieved, specific factual information supporting the issue, applicable article(s), sections(s) of this AGREEMENT, and specific chapters and sections of published policy and/or regulations which are applicable. The designated management official will meet with the grievant, cognizant Chief Steward or Union designated representative within three (3) work days after the second level management's receipt of the written grievance to attempt resolution of the grievance. The designated management official will render a written decision to the UNION concerning the grievance within three (3) work days after the meeting. In rendering the decision the designated management official will summarize the consideration which was given the grievance, the conclusion reached and the corrective action to be taken, if any. At the conclusion of the Step 2 meeting, the management official will also notify the EMPLOYEE and/or the UNION in writing of

the name, title and contact information of the designated management representative who should be contacted for the Step 3 grievance process if the decision at Step 2 is not acceptable.

Step 3. If the decision rendered at Step 2 is not acceptable, the grievance may be further pursued to the Commanding Officer or his/her designated representative. The grievance must be submitted in writing within ten (10) work days following receipt of the Step 2 decision and state why the decision which was rendered at Step 2 is not acceptable. Within ten (10) work days after the Commanding Officer's or his/her designated representative receipt of the grievance, the Commanding Officer or his designated representative, as the Hearing Official, will meet the grievant, and UNIT Chairman or Union designated representative to attempt resolution of the matter; or in lieu thereof, the Commanding Officer or his/her designated representative may decide to review the grievance file and grant the corrective action sought without a meeting. If the Commanding Officer or his/her designated representative decides additional management officials are required for the Step 3 meeting, the UNION will be notified at least two (2) work days prior to the Step 3 meeting and may have the same number of UNION designated representatives attend the meeting. In the event a meeting is held, a written decision will be rendered by the EMPLOYER within ten (10) work days following the meeting. In the event a meeting is not held, a written decision will be rendered by the EMPLOYER to the UNION and the EMPLOYEE with ten (10) work days after the Commanding Officer's receipt of the grievance. If the grievant is not represented by the UNION or a person approved by the UNION, the decision rendered by the EMPLOYER shall be final. If the grievant is represented by the UNION and the EMPLOYER's decision is not acceptable to the UNION, the UNION may pursue the matter to arbitration in accordance with the provisions outlined in Article 26, Arbitration.

Section 7. A grievance which cannot be resolved under Step 1 and 2 may be initiated by the UNION or the EMPLOYER concerning a general dispute over the interpretation and application of this AGREEMENT or published policy and regulations. To receive consideration, the grievance must be submitted in writing to the Chairman of the UNION Shop Committee or his/her designated representative or the Commanding Officer or his/her designated representative, as applicable, within fifteen (15) work days after the act or occurrence that gave rise to the dispute. The submission must be signed by the Chairman of the UNION Shop Committee or the Commanding Officer, as appropriate, or their respective authorized representative, and it must clearly state Article(s) and Section(s) and Paragraph(s) of published policy and regulations which are in contention; specific factual information which will tend to support the allegation raised; the PARTY's position concerning the matter in which that portion(s) of the Agreement or policy or regulations referred to should be administered, and the corrective action which is desired. After receipt of the written grievance by the EMPLOYER or UNION, the Commanding Officer or his/her designated Representative will meet the Chairman of the UNION Shop Committee or his/her designated Representative within ten (10) work days. A written decision will be rendered following conclusion of the meeting unless it mutually determined that the matter should be referred to a lower level for resolution and processing. The written decision rendered by the UNION or the EMPLOYER, as applicable, shall specify that it is the PARTY's final decision concerning the matter. If the complaining PARTY is not satisfied with the decision rendered, they may refer the dispute to arbitration in accordance with the procedures outlined in Article 26, Arbitration.

Section 8. At any Step of the grievance procedure, the PARTIES may desire to have individuals present who can assist in clarifying facts surrounding a grievance. The PARTIES each agree to use the minimum number of such individuals as is deemed reasonably necessary. UNIT EMPLOYEES shall suffer no loss of pay or leave for the time spent in furnishing such information. Individuals who are not EMPLOYEES of the EMPLOYER will be present at the expense of the PARTY desiring their presence. Upon presentation of their relevant information, the individual shall be excused from the meeting. Such meetings shall normally provide for the presence of representatives from both PARTIES with direct knowledge of the issues involved. The EMPLOYER and the UNION may obtain information that is pertinent to the grievance from any individual present at any Step of the grievance in order to attempt to resolve the issue.

Section 9. A grievance arising from a disciplinary action that has been effected may be submitted at the level above the official who effected the action.

Section 10. The EMPLOYER shall upon request by the UNION produce relevant and necessary payroll and other personnel records for the purpose of attempting to resolve a grievance. However, it is understood that the providing of such records must be in compliance with the Privacy Act and governing regulations of higher authority. The UNION and the EMPLOYER are coequal PARTIES to this Agreement and, as such, each shares responsibility for protecting grievance material/files maintained by each from unauthorized access or disclosure.

Section 11. If two (2) or more UNIT EMPLOYEES share an identical grievance, excluding a disciplinary action, and desire representation by the UNION or a person approved by the UNION, the UNION shall normally select one (1) EMPLOYEE'S grievance for processing and the outcome of that grievance shall be binding on the other EMPLOYEE'S concerned. The UNION shall inform the EMPLOYER in writing which EMPLOYEE'S grievance will be presented and the names of the other EMPLOYEES who share the grievance.

Section 12. Questions that cannot be resolved by the PARTIES as to whether or not a grievance is a matter subject to the grievance procedure shall be submitted as a threshold issue to the Arbitrator for resolution in accordance with Title 7 of the Civil Service Reform Act 1978.

Section 13. UNIT EMPLOYEES when presenting a grievance to the EMPLOYER under the provisions of this Article shall be provided a reasonable amount of administrative time for such purpose.

Section 14. The time limits provided for in this Article should be met unless there is a persuasive reason(s) for not doing so. In the event that a delay should occur, it is the responsibility of the UNION and the EMPLOYER to reach a mutually agreeable decision regarding an extension of the specified time limit. Such decision should be reached prior to the expiration of the specified time limit. Failure on the part of the EMPLOYER or the UNION to abide by the provisions of this Section or the time limits contained in this Article shall in the case of the grievant or the UNION automatically results in termination of the grievance by the EMPLOYER. If the EMPLOYER fails to

meet the time limits between Step 1 and Step 2, or between Step 2 and Step 3, the grievance is deemed denied and will be automatically advanced to the next step. If the EMPLOYER fails to meet the time limits at Step 3, it shall result in the EMPLOYER granting the relief, if lawful, as stated in the "Corrective Action" section of the Grievance Form. For purposes of this Article the term "workdays" means Monday through Friday, excluding holidays or other days when the EMPLOYER is not open for general business.

Section 15. It is further agreed that discussions held under the provisions of this Article are for the express purpose of resolving a grievance. It is expected that the grievant and Representatives of the UNION and the EMPLOYER shall conduct themselves in such a manner that the discussions are conducted in an atmosphere free from hostility and personal attack. The PARTIES will be allowed to use a recording device at their respective option during a Step 2 or 3 discussion. The sole purpose of the recording device is for the private use of the PARTY. It is understood that neither PARTY may introduce or refer to the recording during the arbitration process and the content of the recording is not binding on either PARTY with respect to further processing of the grievance. In the event that either PARTY uses a recording device, the PARTY so using shall bear the full cost of the recording. Each PARTY will be responsible for keeping its own records of each grievance.

ARTICLE 26
ARBITRATION

Section 1. The purpose of this Article is to specify the procedures to process grievances to arbitration. If the PARTIES hereto fail to reach a satisfactory settlement of any grievance within the coverage and scope of this Agreement and processed in accordance with Article 25, Grievance Procedure, such grievance may be referred to arbitration by either the UNION or the EMPLOYER provided the moving PARTY serves written notice within forty-five (45) calendar days of the other PARTY's final decision.

Section 2. Within seven (7) calendar days from the date of receipt of the arbitration request, the PARTIES will meet to jointly select an arbitrator or either PARTY may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified as arbitrators. The PARTIES shall meet within five (5) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the EMPLOYER and the UNION will each strike an arbitrator's name from the list of five and shall then repeat this procedure. A flip of the coin shall determine which PARTY strikes a name first. The remaining name shall be the duly selected arbitrator. The PARTIES shall meet in a pre-arbitration conference to consider means of expediting the arbitration proceeding by: jointly reducing the issue(s) to writing, stipulating facts, authenticating proposed exhibits, and exchanging lists of proposed witnesses. In addition, the PARTIES agree to consult prior to scheduling arbitration in an effort to resolve and settle the issue(s) without arbitration. These consultations shall include exchange and review of all information that supports the position of both PARTIES.

Section 3. The arbitrator's fee and expense shall be shared equally by the EMPLOYER and the UNION, and shall not exceed that authorized by applicable regulations except as stated in Article 25,

Section 14, Grievance Procedure. The EMPLOYER may make arrangements for space/facilities that are under the administrative control of the EMPLOYER, which has been mutually agreed to by the PARTIES, for an arbitration hearing under this Article at no cost to the UNION. In the event hearings are held in mutually agreed to facilities not under the administrative control of the EMPLOYER, the cost of such facilities shall be shared equally by the EMPLOYER and the UNION. Further, the EMPLOYER and the UNION shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. In lieu of a transcript, the UNION and the EMPLOYER each may use a recording device to record the proceedings. In the event that either PARTY uses a recording device, that PARTY shall bear the full cost of their recording.

Section 4. The arbitration hearing shall normally be held during the regular day shift hours of the normal basic workweek. EMPLOYEES serving as UNION Representatives and the grievant(s) in the minimum number considered necessary for the purpose, and the EMPLOYEE witness(es) who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible but, in any event, no later than thirty (30) calendar days after receipt of the transcript unless the PARTIES otherwise agree. It is agreed that the arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement as such is the prerogative of the contracting PARTIES only. It is further agreed, should the UNION initiate a grievance involving the interpretation or application of this Agreement and/or the interpretation of published Department of Defense or Department of Navy policy or regulations, the following procedure shall be applied:

a. Following the decision of the Commanding Officer or his/her designated Representative at Step 3 of Article 25, and a dispute still remains that would be subject to this Article, the PARTIES agree that the portion of the dispute which questions the interpretation of the published Department of Navy policy or regulations will be submitted jointly by the PARTIES to the cognizant office of issue in the Department of the Navy. In the event the dispute questions the interpretation of Department of Defense policy or regulations, the matter will be submitted jointly by the PARTIES to the Department of Defense via the Department of the Navy. The PARTIES agree to be bound by the interpretation supplied by the cognizant office of the Department of Defense or Department of the Navy.

b. Within fifteen (15) calendar days after receipt of the interpretation, the UNION may process other matters in the grievance, including the alleged misapplication of the policy or regulations to arbitration or the grievance may be terminated.

Section 6. An award rendered by an arbitrator on any issue referred to arbitration under the terms of this Agreement will be accepted by the PARTIES to the extent the scope of the award is confined to the issues submitted to the arbitrator by the PARTIES.

Section 7. If either PARTY proposes to take exception to an arbitrator's award, such exception shall be filed in accordance with laws and regulations prescribed by the Federal Labor Relations Authority.

ARTICLE 27
ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The EMPLOYER's objective is to eliminate or reduce to the lowest practical level, exposure to all hazards, physical hardships and working conditions of an unusually severe nature. The PARTIES agrees that when a local situation is determined to be covered by a defined category described in CFR guidance, such pay will be authorized by the EMPLOYER. UNIT EMPLOYEES shall be paid environmental differential pay to the extent such pay is authorized by the EMPLOYER or contained in the EMPLOYER's published policy concerning the payment of environmental differential pay.

Section 2. It is further agreed that supervisors, when assigning EMPLOYEES to work for which environmental pay is indicated, will so notify the EMPLOYEE. In the absence of such notification, the EMPLOYEE will assume that such environmental pay is not applicable. The EMPLOYER agrees that when the UNION and/or an EMPLOYEE believes that a differential should be paid, the UNION representative and/or the EMPLOYEE shall request that the appropriate supervisor make a determination and so advise the UNION representative and/or the EMPLOYEE. If the UNION representative and/or the EMPLOYEE disagree with the determination of the supervisor, the disagreement shall be submitted to the Human Resource Office for assistance in determining the appropriate differential.

a. If the Human Resource Office representatives agrees that the work situation warrants the payment of differential, the EMPLOYEE will then be notified. The EMPLOYER will make the final decision.

b. A grievance may be filed if the EMPLOYEE disagrees with the final decision.

Section 3. The EMPLOYER agrees that UNIT EMPLOYEES should not be assigned work which is generally recognized as undesirable as a reprisal or punishment.

Section 4. The UNION may bring to the attention of the EMPLOYER any environmental pay issues which are not provided in established regulations for consultation or negotiations.

Section 5. Environmental and hazardous differential is payable consistent with regulation guidelines (5 CFR Part 532 and 550) when EMPLOYEES are performing duties which expose them to the hazards identified in the above-referenced Agency regulations.

ARTICLE 28
PROMOTIONS

Section 1. Merit Promotion to a position vacancy shall be on the basis of qualifications and merit consistent with applicable regulations and law. The EMPLOYER reserves the right and may elect to fill vacant positions by methods other than Merit Promotion such as reassignment, re-promotion, reinstatement, transfer, or other official appointments as well as through career promotions under an approved training and career development program consistent with applicable regulations and law. The EMPLOYER agrees to fill all positions without regard to race, color, religion, sex, disability, age, national origin, marital status, lawful political affiliation, membership/non-membership in an employee organization, or any other non-merit factor. The EMPLOYER and the UNION encourage all UNIT EMPLOYEES to submit their resumes to USA JOBS, and Management Identification of Candidates (MIC Process) in order to be considered for vacant positions. When positions are filled, the selecting official will receive a Certificate of Eligible candidates in alphabetical order to be considered for selection.

Section 2. The EMPLOYER agrees to give special consideration for re-promotion of UNIT EMPLOYEES who have been previously adversely affected through involuntary personnel action including reduction-in-force, changes in classification standards, etc. when UNIT positions become available in accordance with applicable laws and regulations.

Section 3. Placement opportunities are posted on the USAJOBS web site.

Section 4. It is agreed that sick leave records will not be used in the rating process. It is further understood that an applicant for a UNIT position vacancy will be evaluated on the basis of his/her application and any supplemental information requested by the announcement and position/job description. No credit will be allowed for experience gained other than that which is officially a matter of record at the time the announcement closes. Failure by the EMPLOYEE to furnish accurate, complete and comprehensive information prior to the time applications are initially rated or updated will not be a basis for a grievance, appeal, or a request for review. Applicants receive notification of receipt of the resume through Application Manager, and only if the applicant has selected to be notified in USAJOBS.

Section 5. A UNIT EMPLOYEE may grieve an ineligible/not qualified determination, the ranking or rating of their applications for merit promotion, or other merit promotion matters (excluding non-selection), under the control of the Office of Civilian Human Resources (OCHR) Operations Center using the following process:

a. For issues concerning an ineligible/lack of qualifications determination or other merit promotion matters, this process is handled outside of NAVFAC SE and is under the control of the OCHR Operations Center. In the event the process is changed by OCHR, the PARTIES agree to bargain in accordance with the Statute.

b. In USAJOBS, applicants must apply to individual vacancy announcements. If for any reason an applicant is found not qualified or ineligible for the position to which he/she has applied, the EMPLOYEE will receive a Notice of Rating (NOR), which is sent to him/her via email from the recruiter who is working that action. That NOR provides the EMPLOYEE with a reason why he/she is not being considered (e.g., outside the area of consideration, lacks specialized experience, etc.). Within the body of the NOR, there is information that directs an applicant to contact the Employee Information Center (EIC) if the EMPLOYEE has questions or wishes to contest his/her rating.

c. If the EIC can directly answer the applicant, based on the notes in the system, they will do so. If they cannot answer the question, the inquiry is forwarded to the OCHR Operations Center. The recruiter who is working that vacancy will answer the questions directly back to the applicant, via e-mail within 10 days. If, after receiving the response, the applicant is still not satisfied, the EMPLOYEE can request a second level review, which he/she must submit to the EIC. The EMPLOYEE will receive a response to the second level review within 10 days. The secondary review constitutes the final decision on this issue.

d. For other merit promotion issues under the control of NAVFAC SE, EMPLOYEES should follow the negotiated grievance procedure in Article 25.

e. It is understood that failure to be selected for promotion when proper promotion procedures have been used; that is, non-selection from among a group of properly rated and certified candidates, is not a basis for a complaint or a grievance.

Section 6. The EMPLOYER agrees to use competitive Merit Promotion procedures for all temporary promotions exceeding one-hundred and twenty (120) days.

Section 7. Time served in a higher level while temporarily promoted will count as time served at the lower level for step increases within the level once changed to lower grade.

Section 8. The EMPLOYER agrees that all Merit Promotion interviews will be conducted during normal working hours. UNIT EMPLOYEES will not be required to use leave for the purpose of participating in interviews when required under the Merit Promotion Program and the competition is for positions within the UNIT. The EMPLOYER agrees to meet with the UNIT Chairman prior to holding interviews outside of normal working hours to explain the reason(s).

Section 9. The PARTIES agree that if an interview panel is used in hiring to fill a UNIT position, the UNION may appoint a UNIT representative to this panel as a non-voting member. This representative is present for the express purpose of ensuring that merit promotion and labor-relations principals are followed, thus reducing potential complaints. All members of the interview panel will be provided the applicable questions in advance of the interview. After a UNIT EMPLOYEE has been selected by the selecting official, and confirmed as qualified by OCHR, the EMPLOYER will immediately notify the UNION of the selection following acceptance of the job offer.

ARTICLE 29
CHANGES IN POSITION AND JOB DESCRIPTIONS

Section 1. The wage and classification program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher DoD authority. In any case where action proposed to modify the position/job description of any UNIT position to the extent that either the rating, title, pay level, or qualification requirements for the rating will be affected, it is agreed the proposed change will be discussed with the EMPLOYEE(s) concerned and their UNION representative(s) prior to the effective date of the change.

Section 2. When any EMPLOYEE feels that their position/job description does not adequately and accurately reflect the duties they are performing, they are entitled to discuss the matter with their supervisor.

a. The EMPLOYEE may be accompanied by his/her Steward in presenting his/her request to the supervisor. If this discussion fails to resolve the issue to the EMPLOYEE'S satisfaction, the EMPLOYEE will present in writing those duties which they feel are not reflected in their position/job description.

b. The supervisor will accept or reject the proposed changes within 15 work days and notify the EMPLOYEE of that decision in writing. If the supervisor accepts the proposed changes, they will, within 30 additional calendar days, forward the proposed changes to the EMPLOYER.

c. The EMPLOYER will accept or reject the proposed changes within 15 work days and notify the EMPLOYEE of that decision in writing via the supervisor. If the EMPLOYER accepts the proposed changes, these changes will be forwarded to the appropriate Staffing and Classification office for action.

d. The Staffing and Classification office will provide a written decision to the EMPLOYER, supervisor and the EMPLOYEE within 30 calendar days.

e. The aforementioned timeframes may be changed upon mutual agreement of the PARTIES.

Section 3. An EMPLOYEE, or designated representative, may request, in accordance with the Position Classification Appeal Procedure (See 5 CFR Part 511), an Office of Personnel Management (OPM) decision on the appropriate occupational title, series or grade of the EMPLOYEE'S official position. Upon the request of the EMPLOYEE or their designated representative, the EMPLOYER will provide information concerning the EMPLOYEE'S rights to request the OPM decision and the appropriate procedures to do so as set forth in applicable law and regulation. OPM decision will be final. Additionally, the EMPLOYER and their representative will be permitted to review classification standards that pertain to the EMPLOYEE rating or position associated with the request to OPM.

Section 4. The EMPLOYER agrees that, to the maximum reasonable extent, all EMPLOYEES, consistent with job requirements, will be given fair and equitable treatment with regard to job assignments in general and with regard to details, loans, and/or menial or dirty tasks in particular.

Section 5. The EMPLOYER agrees to the principle of assigning UNIT EMPLOYEES to work which is consistent with their current position/job description and with their normal craft or trade lines, unless the EMPLOYEE is otherwise properly detailed or temporarily promoted to other duties by the EMPLOYER. This, however, does not restrict the EMPLOYER's right to assign work. It is agreed that for each detail of a UNIT EMPLOYEE to a bargaining unit position of a higher grade(s), he will be temporarily promoted for a period of time equal to the number of consecutive days which the EMPLOYEES serves in excess of thirty (30) consecutive calendar days. The EMPLOYER further agrees to give serious consideration to the views and recommendations of the UNION in regard to policies and practices relating to assignment of work to various trades.

Section 6. When the term "performs other duties as assigned" or its equivalent is used in a position and/or job descriptions, the term is understood to mean duties normally related to EMPLOYEES' job or position. Effort will be made to assign duties is such a manner that EMPLOYEES are not required to perform tasks unrelated to their job or position. However, it is agreed that this provision is not intended to prevent the assignment of work that is unrelated to the position or job description nor infringe upon the EMPLOYER'S right to assign work.

ARTICLE 30
SAFETY

Section 1. The EMPLOYER will provide and maintain safe working conditions. The UNION will cooperate in these efforts and encourage EMPLOYEES to work in a safe manner.

Section 2. The EMPLOYER agrees to establish a Safety and Health Advisory Committee, which will be composed of an equal number of management representatives and UNION appointed non-management representatives. The Safety and Health Advisory Committee will also have one non-bargaining unit (Professional) representative assigned by the EMPLOYER and will include the assigned Site Safety Specialist. The EMPLOYER shall provide the necessary training to the Safety and Health Advisory Committee members according to 29 CFR 1960.58 and the training shall be in a pay status. The purpose of this Committee will be to consult and advise the Public Works Officer (PWO) at each site on safety and health issues affecting the PWD; create and maintain an active interest in safety throughout the PWD organization; serve as an avenue for the distribution of mishap prevention communications; and provide mishap prevention program assistance to the PWO. The Committee shall meet at least monthly or as circumstances require. Written minutes of each committee meeting shall be maintained and distributed to each committee member, and upon request, shall be made available to EMPLOYEES and the UNION. The EMPLOYER shall provide administrative support for the Committee. Members serving on this advisory committee shall be in a pay status for all time spent in the committee meetings.

Section 3. In the course of performing their normally assigned work, all UNIT EMPLOYEES will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate areas that represent industrial health hazards. If an unsafe or unhealthy condition is observed, the EMPLOYEE shall report it to the EMPLOYER and/or assigned Site Safety Specialist. The situation will be investigated and resolved per prescribed applicable laws and safety regulations. In the event a resolution is not obtained, the EMPLOYEE has the right to file a grievance under the negotiated grievance procedure in Article 25.

Section 4. The UNION may bring any matter of safety concern to the EMPLOYER's attention. Normally this will be completed in the Safety Committee (Section 2); however, any safety issues may be directly presented to the Public Works Officer at any time.

Section 5. As specified in applicable law, rules, and regulations, the EMPLOYEE can decline a task because of reasonable belief that there is imminent risk of injury or death, and insufficient time for hazard reporting and abatement action, without fear of disciplinary action. An EMPLOYEE's refusal to perform work which is in violation of State, or Federal health and safety laws or regulations shall not warrant disciplinary action.

Section 6. No EMPLOYEE shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices determined to be necessary by the EMPLOYER and/or host command Safety Office. In such cases the EMPLOYEE will inform the EMPLOYER who will in turn contact a representative of the Safety Office for a determination regarding safe working conditions. No EMPLOYEE who is engaged in work in which the applicable Safety Office determines to be hazardous shall be required to work without proper safeguards, protective equipment, or devices. No EMPLOYEE shall be permitted to work alone or beyond the call or observation of other EMPLOYEES if, as determined by the EMPLOYER, hazardous conditions require that more than one person be assigned to perform the work. In the administration of this provision, the parties recognize their obligations under applicable law, rules and regulations.

Section 7. The EMPLOYER, as it determines necessary, agrees to furnish EMPLOYEES with the applicable safety personal protective equipment (PPE) such as protective clothing and equipment, including special footwear, eyewear, etc., necessary for the performance of the assigned work.

Section 8. UNIT EMPLOYEES who are required to wear safety shoes in the performance of their duties may purchase them from private vendors and will receive reimbursement not to exceed the rate negotiated between the PARTIES, or will have them provided by the EMPLOYER at no cost to the EMPLOYEE. Footwear providing protection against impact and compression hazards or electrical conditions shall be in accordance with all applicable safety standards. The EMPLOYER's reimbursement will normally be based on one annual purchase per EMPLOYEE. More than one pair of safety shoes may be purchased annually only if the EMPLOYEE turns in the worn out safety shoes**,** and wear and tear is due to job performance. Such purchases shall be transacted by the EMPLOYEE in a non-duty status. The Site Safety Specialist will inspect all safety shoes for

replacement and ordering new ones when needed. The EMPLOYEE will be notified by the EMPLOYER when their reimbursement claim has been processed.

Section 9. The EMPLOYER agrees to notify the UNIT Chairman within a reasonable time, normally within twenty-four (24) hours of any on-the-job accidents that result in lost time to UNIT EMPLOYEE(S). Notification will include the EMPLOYEE'S name, work center, type of injury, and the location of the accident. Additional information will be provided only upon authorization by the EMPLOYEE, and if applicable, the appropriate medical authority and in accordance with applicable laws and regulations, including the Privacy Act. It is understood that this requirement is subject to the fact the EMPLOYER is aware of such an accident.

Section 10. When the attending physician recommends to the Agency medical authority via the EMPLOYER that a UNIT EMPLOYEE be placed on light duty status for a temporary period of time, the EMPLOYER may assign the EMPLOYEE to available work, as determined by the EMPLOYER, which is commensurate with the medical recommendation and for which the EMPLOYEE is qualified.

Section 11. Safety Eyewear**.**

a. The EMPLOYER agrees to furnish appropriate eye protection including plain or prescription industrial safety glasses if an individual is working in a designated eye hazardous area or operation. Examples of hazardous eye areas or operation include, but are not limited to, Shops and job project sites. EMPLOYEES who are in eye hazardous areas or operations intermittently (e.g., security personnel) will normally be provided with flexible fitting goggles or similar eye protection devices. EMPLOYEES who have useful eyesight in only one eye that is required to work in eye hazard areas will be provided plain or prescription safety glasses at the EMPLOYER's expense. EMPLOYEES are required to use prescription safety eyewear when the Site Safety Specialist determines that safety goggles or face shield, when placed over personal eye glasses, are not appropriate. Where the EMPLOYER requires, consistent with OSHA and other applicable standards, prescription safety glasses (or lenses), the EMPLOYEE may obtain safety eyewear from government sources or by contract at no cost to the EMPLOYEE or may obtain them from a private source and will be reimbursed their costs not to exceed the rate negotiated between the PARTIES. Prescriptions written by an EMPLOYEE'S own doctor may be used provided that the prescription is less than 1-year old and the vision screening detects no change. Examinations other than those authorized by Section 11.c are not reimbursable.

b. Reimbursement will be made to the EMPLOYEE upon proof of purchase (receipt) and only if the lenses and frames are certified to meet ANSI requirements by a licensed optician. If purchase is from a private source, it shall be transacted by the EMPLOYEE while in a non-duty status. When replacement safety eyewear is requested, the EMPLOYEE must show proof that the safety eyewear being replaced is not usable. The replaced safety eyewear must be turned in prior to reimbursement. The provided safety eyewear belongs to the government and not the UNIT EMPLOYEE, and at the time of termination or retirement, the EMPLOYEE must turn in the safety eyewear to the EMPLOYER.

c. The EMPLOYER will ensure that all eye screenings required by OSHA or other applicable standards are provided to the EMPLOYEES. For the purpose of this Agreement "Applicable Standards", shall mean law, regulation, instruction, policy or guidance. The EMPLOYER will reimburse EMPLOYEES for the cost of eye examinations that are required to obtain a prescription to be used for protective eyewear if:

(1) The EMPLOYEE works in an eye hazard area or performs eye hazard operations in the performance of their assigned duties/tasks; and

(2) the EMPLOYER requires as outlined above in Section 11.a., the EMPLOYEE to wear prescription lenses incorporated into protective eyewear, which can include prescription safety glasses, to properly perform the essential functions of their job; and

(3) the prescription is required to obtain such protective eyewear.

Section 12. All EMPLOYEES will be required to wear seat belts and other safety equipment**,** and comply with installation traffic safety regulations when operating or riding in vehicles aboard Navy activities or on government business at any location. No EMPLOYEE shall be required to ride as a passenger in any vehicle unless it is equipped with a safe seating arrangement in accordance with all applicable safety standards and regulations and enclosed for protection against the elements. The EMPLOYER agrees that these vehicles will be maintained in a safe operating condition.

Section 13. The EMPLOYER agrees to furnish adequate protective clothing for UNIT EMPLOYEES required to work outside during rain or other atmospheric conditions detrimental to health or safety. Nothing in this Section shall constitute a requirement for any EMPLOYEE to perform work outside during extreme adverse weather conditions except when situations dictate such assignments as determined by the EMPLOYER.

Section 14. The EMPLOYER agrees to furnish appropriate respiratory protection equipment only when the EMPLOYEE is properly trained and certified. Disposable dust masks may be issued when requested by the EMPLOYEE and will be disposed of in accordance with applicable safety regulations. However, EMPLOYEES will not be allowed to use dust masks in any situation that requires a higher degree of respirator protection equipment. The EMPLOYEE should contact the Site Safety Specialist if they feel that the appropriate respirator was not properly issued for a specific work assignment. All EMPLOYEES involved in asbestos abatement work will be furnished with appropriate equipment, including respirator protection equipment. Only EMPLOYEES trained and certified in accordance with the applicable safety regulations, including 40 CFR 763, will be allowed to handle asbestos material.

Section 15. The EMPLOYER agrees that the UNION will be notified of all formal Safety and Occupational Health inspections conducted by external parties to the EMPLOYER. The UNION may designate one representative to accompany each inspection team or group in the work place.

Section 16. Suitable lockers, washrooms, and drinking water shall be furnished by the EMPLOYER. All toilets and washrooms shall be kept in a clean and sanitary condition. The EMPLOYER shall provide separate and adequate facilities for men and women to change their clothing and wash up, which facilities shall be heated, ventilated, and contain hot water.

Section 17. No UNIT EMPLOYEE will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in Agency Occupational Safety and Health Program activities.

Section 18. The EMPLOYER will ensure that a properly trained and appointed competent person is assigned for Command operations in accordance with all applicable safety regulations, including OPNAVINST 5100.23 (series) and 29 CFR 1926.503. The competent person will remain on site when required by applicable safety regulations, and will receive all required training and/or certification as necessary. The assigned competent persons will be capable of identifying hazardous and dangerous work conditions, and has the authority to take prompt corrective measures to eliminate or control unsafe working conditions or hazards. The competent person will have the knowledge and training in the use of applicable PPE or related equipment. The EMPLOYER will provide a list of competent persons and the function(s) in which they are assigned to the UNION on a yearly basis.

Section 19. Drinking water is the preferred method to keep EMPLOYEES hydrated during heat stress conditions. The EMPLOYER agrees to provide electrolyte to UNIT EMPLOYEE's that work outside of shop area(s) or satellite locations for safety purposes to reduce heat injury when warranted. Electrolyte shall only be provided when the Safety Director and Industrial Hygienist, determines that circumstances are appropriate due to heat related working conditions. All UNIT EMPLOYEE's will be trained in the risk involved in drinking electrolyte.

Section 20. TRADES REQUIRING ELECTRICAL HAZARD SAFETY SHOES

The EMPLOYER will provide all of the necessary PPE, including Electrical Hazard Safety Shoes, for personnel working on electrical equipment/circuits requiring evaluation, maintenance or repair which is energized. The supervisor or Management designee will ensure that all applicable personnel are properly briefed and equipped/fitted with said shoes. The following trades/occupations may require Electrical Safety Shoes and this sample listing will be updated as applicable classification series are employed:

Electrician
High Voltage Electrician
Planners and Estimators (Electrical, Air Conditioning), or anyone who must evaluate electrical systems
Air Conditioning Equipment Mechanics
Maintenance Mechanics and Maintenance Workers assigned to duties in any of the above-identified trades or fields
Tools and Parts Attendants

Section 21. The PARTIES agree that safety is the responsibilities of the EMPLOYER and all EMPLOYEES. All work assignments needs to address the safety of all personnel involved. When appropriate, safety requirements will be addressed in the applicable Position or Job Descriptions, and will not be in conflict with any laws or regulations. All EMPLOYER required safety certifications, licenses and competency cards should be current and up-to-date, and will normally be paid for by the EMPLOYER in accordance with all applicable laws, government-wide regulations, and DoD/DoN instructions.

ARTICLE 31
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The PARTIES agree to fully support the principle of Equal Employment Opportunity (EEO) for all EMPLOYEES. The EMPLOYER will promote EEO as required by applicable law and regulation.

Section 2. EMPLOYEES who believe that they have been discriminated against may consult with an EEO Counselor and seek to resolve disputes informally. The initial contact with the counselor must take place within 45 calendar days of the date of the alleged discrimination, the effective date of any personnel actions involved, or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action. (See 29 C.F.R. §§1614.101 through 1614.707, which provide for agency programs to promote equal employment opportunity in the Federal Sector; 5 CFR Part 1614, OPNAVINST 5354.3 series, and SECNAVINST 5300.26 series)

Section 3. An EMPLOYEE desiring to file a complaint or grievance on alleged employment discrimination shall raise the matter as specified by applicable law and regulation (See 29 C.F.R. §§1614.101 through 1614.707; 5 CFR Part 1614, OPNAVINST 5354.3 series, and SECNAVINST 5300.26 series

Section 4. The EMPLOYER will create an EEO committee or forum to provide suggestions to the Commanding Officer relating to EEO issues. The UNION will be allowed to assign a UNIT representative(s) as chartered. The PARTIES agree that any EEO suggestions will be reviewed and enacted when appropriate.

ARTICLE 32
EMPLOYEE TRAINING AND DEVELOPMENT PROGRAMS

Section 1. The PARTIES agree that one of the overall DoN goals is to maintain a competent, motivated, and mission-ready civilian workforce to support our military forces. One of the major tools available to the EMPLOYER is the use of various federal training programs that encourages all EMPLOYEES, without regard to race, color, religion, sex, national origin, age, or other unrelated factors, to pursue occupation-oriented self-developed efforts. Our success depends on developing and leveraging strong technical expertise with broad professional experience, creating a dynamic,

team-oriented workforce. Training and development are essential elements in the management of any DoN organization and activity. The complexity and variety of the EMPLOYER's mission requires continual upgrading of knowledge, skills, and abilities to perform effectively and efficiently, and to retain fully competent EMPLOYEES to meet current and future mission requirements.

Section 2. The PARTIES agree that the government has and uses several training and development programs, including but not limited to Apprenticeship Programs, Mentoring Programs, Veterans Recruitment Programs, Self Development Programs, Individual Learning Programs, Upward Mobility Programs, Internship Programs, etc. The EMPLOYER's instructions, along with all applicable laws and DoN regulations, provide overall guidance and policy concerning this subject. The PARTIES agree to form an advisory committee of equal number of members to review and make recommendation to the Community Management Board on EMPLOYEE training and development programs. The PARTIES agree to meet annually or when mutually agreed upon to discuss, and/or review new or existing EMPLOYEE training and development programs. The EMPLOYER agrees to discuss the goals and impact of these programs prior to implementation, and will negotiate appropriately any impact or implementation issues effecting UNIT EMPLOYEES.

Section 3. The Upward Mobility Program is a training option that the EMPLOYER may utilize in filling personnel positions. The EMPLOYER and the UNION agree that the objective of an upward mobility program is to provide for improved utilization and efficiency of the present work force. It is also the objective of this program to provide an opportunity for EMPLOYEES to be selected for specially developed trainee positions which will prepare them through on-the-job work assignments and training courses to enter a technical, administrative, professional or trade/craft career consistent with applicable laws and regulations.

a. The trainee positions will involve a well-defined training program of a definite duration and upon satisfactory completion of the training period the trainee will be assigned to the target position.

b. Selectees may be placed in training positions through reassignment, changed to lower grade, or detailed from the same or higher grade or promotion when necessary when transitioning from one pay system to another. A promotion under these circumstances does not affect subsequent promotions authorized under the Upward Mobility Program.

c. Trainees may be reassigned, promoted, or changed to lower grades (if detailed from higher positions) to target positions upon completion of prescribed training provided time in grade requirements have been met and vacant position is available consistent with applicable laws and regulations.

d. Additional development beyond the target position will follow normal merit promotion procedures. This will not preclude EMPLOYEES from being selected for other Upward Mobility positions.

e. The training period under the upward mobility agreement may extend from six months to a maximum of 24 months to the extent authorized by applicable laws and regulations.

f. Trainees who fail to meet the performance and training requirements of the development program may be returned to their former position in grade, but may also be reassigned to another position at the same grade level, or if no such positions are available, may be placed in a lower-graded position or separated through adverse action procedures.

ARTICLE 33
WAGE SURVEYS

Section 1. The EMPLOYER shall notify the UNION as soon as information is received that the Department of the Defense Wage Fixing Authority had directed the start of an official wage survey affecting the bargaining UNIT. When appropriate, the UNION will be permitted to make presentations to the local Wage Survey Committee.

Section 2. The EMPLOYER agrees that in the event the Command is requested by the Area Wage Committee to furnish data collector(s) to represent the Public Works Department(s) employees, first consideration will be given to a nominee named by the UNION. Workload and mission consideration will determine the availability of the EMPLOYEE.

Section 3. The EMPLOYER agrees that upon written advance notice of at least ten (10) working days by the UNION, and when approved by the supervisor/EMPLOYER, to grant official time to a UNIT employee nominated by the UNION, for the purpose of making a presentation to the Local Wage Survey Committee. Time granted will be to the extent that such time falls within the EMPLOYEE's regularly scheduled tour of duty.

ARTICLE 34
CONTRACTING OUT UNIT WORK

Section 1. Decisions regarding contracting work out of the Command are areas of discretion of the EMPLOYER or higher authority. When UNIT EMPLOYEES are adversely affected by a decision to contract out work normally performed by UNIT EMPLOYEES, the EMPLOYER may minimize reduction-in-force actions to the extent appropriate through reassignment, retraining, restricting in-hires, or other actions that may be taken to retain UNIT EMPLOYEES. It is understood that appeals concerning contracting out must be appealed through the procedures contained in the OMB Circular A-76.

Section 2. The PARTIES agree that NAVFAC, and NAVFAC SE provide facilities lifecycle and maintenance support throughout the Navy's Southeast Region.

a. All Commercial Activities Studies affecting UNIT EMPLOYEES and conducted under OMB Circular A-76 will first be approved by Congress.

b. The EMPLOYER agrees to review assigned work for possible performance by the in-house workforce when appropriate, and in accordance with applicable laws and regulations.

ARTICLE 35
PERSONAL IDENTIFIABLE INFORMATION AND IT ACCESS

Section 1. Personally identifiable information (PII) is information which can be used to identify a person uniquely and includes, but is not limited to, name, social security number, address, or mother's maiden name. PII data must be protected in accordance with applicable laws and statues, including the Privacy Act (PA) of 1974 (5 U.S.C. § 552). Additional information or data which the Government may collect and has the responsibility to protect include, leave balances, Security Clearance information, disciplinary action, and information pertaining to a person's financial status. Personnel involved in PII data shall have appropriate training prior to requesting or handling it. UNIT EMPLOYEES should not be afraid to ask the requestor of PII data/information why such information is needed or being collected.

Section 2. The EMPLOYER and all EMPLOYEES responsible for collecting and/or safeguarding information containing PII, must take diligent effort to protect this information and follow procedures in accordance with DoD/DoN Privacy Act programs and applicable Command instructions. Only persons requiring access or having a "Need to Know" should gain access to data which has been collected. All EMPLOYEES are required to take PII training on an annual basis that will be provided by the EMPLOYER. EMPLOYEES should immediately report any loss of PA or PII data to the EMPLOYER and/or the Command Privacy Act Coordinator. PII data/information requests will be processed and submitted in accordance with all applicable laws and regulations.

Section 3. The PARTIES agree that if EMPLOYEES require access to computers and/or other Information Technology (IT) equipment necessary in performing their job, the EMPLOYER will make the necessary arrangements, including any training or other orientation requirement. Use and access to government computers and/or other IT equipment will be in accordance with any applicable laws, statues, and/or DoD/DoN regulations. Misuse of such equipment may subject EMPLOYEES to potential discipline action. Security protocols, including the use of password or other access methods, will be governed by applicable DoD/DoN regulations and Command instructions. EMPLOYEES should see the EMPLOYER/Supervisor for guidance. EMPLOYEES may use IT equipment for personal business as long as it involves minimal additional expenses to the government and does not interfere with the mission and operations of the Command, nor interferes with the EMPLOYEE's job performance, and is in accordance with applicable DoD regulations.

Section 4. Background investigations, shall be conducted on all DoN personnel assigned to public trust positions or those requiring access to IT systems, especially when accessing systems with data or information which require protection under the Privacy Act of 1974. All "Users" shall have their access limited to the area(s) that they are responsible for or need in the performance of their position. Password encryption will be governed by applicable security regulations.

ARTICLE 36
REDUCTION IN FORCE/TRANSFER OF FUNCTION/REORGANIZATION

Section 1. The PARTIES recognize that occasions may arise where adjustments of the workforce may be necessary either by Reduction-in-Force (RIF), Transfer-of-Function (TOF), Transfer-of-Work (TOW), or reorganization to meet the EMPLOYER's mission or adjust its budget. Workforce Shaping is the term used to accomplish these personnel efforts. Workforce Shaping includes, but is not limited to:

a. REDUCTION-IN-FORCE (RIF). RIF occurs when an EMPLOYEE is released from their competitive level by separation; demotion; furlough for more than thirty (30) days; or reassignment requiring displacement. A RIF may occur for such action as lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an EMPLOYEE's position due to erosion of duties when such action will take effect after an Agency has formally announced a RIF in the EMPLOYEE's competitive area. The EMPLOYER must follow the procedures contained in 5 CFR Part 351 when conducting a RIF.

b. TRANSFER OF FUNCTION (TOF). TOF is the movement of the work of one or more EMPLOYEES from one competitive area to another. The function ceases in one competitive area and reappears in an identifiable form in another competitive area where the function is not currently performed. EMPLOYEES are entitled to move with their functions in this situation.

c. REORGANIZATION. To meet mission requirements, the EMPLOYER may need to redistribute functions or work within an organization and may add, change, or eliminate functions by reassigning EMPLOYEES within the Command which is called reorganization.

d. TRANSFER OF WORK (TOW). TOW is the movement of an EMPLOYEE's work from one (1) organization to another when the gaining organization is already performing virtually identical work. EMPLOYEES are not entitled to move with the work in this situation.

Section 2. Workforce Shaping will be conducted in accordance with applicable laws, regulations, Agency guidelines, and this AGREEMENT.

Section 3. The UNION has the right to bargain, to the extent allowed by law, concerning actions to carry out the Workforce Shaping.

Section 4. The EMPLOYER shall notify the UNION, with as much advance notice as possible, prior to notifying any bargaining UNIT EMPLOYEE, when Workforce Shaping is necessary. The notice will include the reason(s) for the action, approximate number of positions impacted and the approximate date the actions are expected to take place. The UNION agrees to assist the EMPLOYER in keeping EMPLOYEES informed.

Section 5. The EMPLOYER will provide all relevant information to the UNION regarding Workforce Shaping to include the retention register. The EMPLOYER will endeavor to provide this information at least 60 calendar days prior to the effective date of such action. Additional information, as it becomes available, will be provided. The PARTIES understand that unforeseen circumstances may affect the timeline and the EMPLOYER will be guided by 5 CFR Part 351 and any appropriate DoD/DoN regulations or guidelines.

Section 6. EMPLOYEES affected by a RIF shall be given the opportunity to review the retention register(s) and other related records associated with the RIF. EMPLOYEES will be able to discuss RIF procedures with an appropriate staff member of the HRSC Southeast. The UNION will be permitted to review the records of an EMPLOYEE if designated in advance by the EMPLOYEE as the EMPLOYEE's representative. All applicable laws, regulations, and Agency guidelines must be followed in this situation.

Section 7. Affected EMPLOYEE's shall be offered counseling services concerning placement rights, severance pay, retirement eligibility and benefits, the Department of Defense Priority Placement Program (PPP) and other available job placement, training and reemployment programs as needed.

Section 8. The EMPLOYER agrees to look at ways to minimize the adverse effects on EMPLOYEES and may use valid vacant positions, and/or programs such as VSIP and VERA when appropriate.

Section 9. For a RIF, credit for performance evaluations will be given to affected EMPLOYEES as permitted by law.

Section 10. During a RIF, performance appraisal ratings will be used for granting additional retention service credit in accordance with all applicable laws, regulations and Agency guidelines.

Section 11. EMPLOYEES whose positions are affected by a TOF will be provided sixty (60) calendar days' notice before the effective date of the transfer of function. The PARTIES understand that unforeseen circumstances may affect the timeline and the EMPLOYER will be guided by 5 CFR Part 351 and any appropriate DoD/DoN regulations or guidelines. EMPLOYEES will have ten (10) workdays to respond regarding their intention to accept or decline to move with the TOF.

ARTICLE 37
EMPLOYEE SERVICES

Section 1. The EMPLOYER agrees to continue furnishing specialized shop equipment. UNIT EMPLOYEES will be able to receive tools from the tool room or use specialized shop equipment. Required EMPLOYEE furnished hand tools shall be kept to a minimum normally required for each trade and the EMPLOYER will provide all specialized tools along with expendable items as necessary to accomplish the work assigned to EMPLOYEES consistent with EMPLOYER rights under the ACT, and fiscal laws and regulations. The EMPLOYER agrees to post lists of employee

furnished tools. These lists will be prepared by the EMPLOYEE and furnished to the EMPLOYER. As determined necessary by the EMPLOYER, EMPLOYEES will also be provided a locker or toolbox in order to secure his/her personal tools.

Section 2. As permitted by applicable law, regulations, and budgetary resources, the EMPLOYER agrees to recognize UNIT EMPLOYEES with ten (10) years' service, based on Service Computation Date, and for each five-year increment thereafter by giving longevity awards that will be presided over by the appropriate management official with the UNIT Chairman present.

Section 3. The EMPLOYER agrees that any UNIT EMPLOYEE who contemplates retirement in the immediate future shall be afforded retirement counseling to the extent that HR/training resources are available to ensure the interests of the EMPLOYEE are protected. All applicable retirement plans for which the employee is eligible shall be explained. The EMPLOYEE's request to be accompanied by his/her Steward will be granted. Any employee who contemplates retirement shall contact the Human Resource Service Center Southeast for information and counseling.

Section 4. As determined necessary by the EMPLOYER, the EMPLOYER will provide uniforms and other clothing covers to UNIT EMPLOYEES for safety or health purposes and dirty work environment(s). EMPLOYEES issued uniforms or painter's whites or other clothing covers will commence work wearing clean uniforms and will be responsible for the cleaning of their uniforms. The EMPLOYEE can wash his uniforms either at home or at the Public Works Department Locker Room. These uniforms will be issued by the tool room and be returned to the tool room when worn out for replacement or when the EMPLOYEE leaves government service. These uniforms are owned by the government and not the EMPLOYEE as personal clothing.

Section 5. The EMPLOYER agrees to provide, in sufficient quantities, all specialized tools along with expendable items as necessary to accomplish the work assigned to EMPLOYEES consistent with EMPLOYER rights under the ACT, and fiscal laws and regulations. The UNION may make recommendations to the EMPLOYER in regard to new or unavailable tools and the recommendations will be given full and prompt consideration.

Section 6. When a UNIT EMPLOYEE is required to renew a license necessary for performance of work under applicable regulations (DoN Civilian Human Resources Manual Subchapter 410), the EMPLOYEE will pay the renewal cost, and then submit a claim to the EMPLOYER, and the EMPLOYER will reimburse the license cost to the EMPLOYEE in accordance with applicable laws and regulations.

Section 7. All PARTIES and EMPLOYEES agree to follow the travel procedures outlined in the Joint Travel Regulations, Volume 2. Government quarters may be utilized when available. Commercial quarters are normally used by EMPLOYEES while in a travel status. The DoD Travel System (DTS) will be utilized by all travelers to make necessary travel reservations and to file travel claims/vouchers. The Command will provide training on DTS to all UNIT EMPLOYEES required to travel.

Section 8. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP). The Civilian Employee Assistance Program is available to EMPLOYEES and their families. The CEAP is a confidential and professional counseling service covering such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and posttraumatic reactions. UNIT EMPLOYEES, who initially use this service, prior to referral, are on official time during duty hours. The PARTIES agree to promote utilization of the CEAP as a method of prevention as well as intervention.

Section 9. MISCELLANEOUS SERVICES

a. EMPLOYEES and representatives who are involved in a grievance or adverse action may use available OCHR Training Centers and libraries for research purposes.

b. All rest rooms and break areas shall be kept adequately lighted and sanitary. Rest rooms shall be kept properly supplied.

Section 10. EMPLOYEE PERSONNEL RECORDS

a. ELECTRONIC OFFICIAL PERSONNEL FOLDERS (eOPF). The PARTIES agree that all EMPLOYEES shall have access to their eOPF. Upon advance notification to their immediate Supervisor and as workload requirements permit, EMPLOYEES shall be allowed to review their eOPF with no charge to leave. EMPLOYEES now have direct electronic access to their eOPF.

b. NOTES AND RECORDS**.** The PARTIES agree that if notes and records are maintained on an individual, such records shall be properly secured to safeguard the confidential information contained in accordance with the Privacy Act of 1974, 5 CFR Part 297 and other appropriate sources of authority at OCHR.

ARTICLE 38
INCENTIVE AWARDS AND PERFORMANCE PROGRAMS

Section 1. The EMPLOYER considers the Incentive Awards Program a means of increasing EMPLOYEE productivity, enhancing morale, and an effective means of cutting costs. As a matter of policy, therefore, every effort must be made to encourage the fullest participation of EMPLOYEES in increasing the efficiency and economy of government operations through the submission of beneficial suggestions, cost reduction items, and work improvement ideas**.** The PARTIES agree to reward those EMPLOYEES whose performance exceeds normal expectations or who have made a significant contribution to the organization's mission. To this end, all levels of management are encouraged to carefully and consistently assess the performance of EMPLOYEES under their jurisdiction and to recommend suitable recognition when warranted.

Section 2. The EMPLOYER and the UNION urge maximum participation in the Incentive Awards Program by all EMPLOYEES. Successful participation may lead toward granting of monetary or honorary awards, which encompass:

a. Beneficial Suggestions. Every reasonable effort will be made by the EMPLOYER to process Beneficial Suggestions in an expeditious and timely manner. EMPLOYEES are encouraged to discuss prospective suggestions with a Management designated representative, after they have been written and before submission to the Human Resources Office, who may aid them in ensuring that the suggestion is sufficiently described for evaluation. The investigation and subsequent determination of award will be made in accordance with the Incentive Award Program procedure.

b. Superior Accomplishment. This includes performance Awards and Special Act or On-The-Spot Awards.

c. Honorary Awards. These awards are provided to recognize meritorious service, exceptional contribution and superior accomplishments.

Section 3. EMPLOYEE PERFORMANCE PLAN

a. The PARTIES agree that the current performance appraisal system in place will be used as the EMPLOYER's process, with the EMPLOYEE's participation, in developing goals and work requirements, improving both individual and organizational effectiveness, and accomplishing the Command's mission. Any major changes in the type of performance appraisal system utilized will be negotiated prior to implementation.

b. The Performance Plan and ratings shall be in accordance with all applicable laws, statues, DoD/DoN, and Command instructions. The plan should measure the critical portions of an EMPLOYEE's position.

c. The PARTIES agree that EMPLOYEES who use authorized official time in labor relations activities or representational duties will not be penalized on their appraisals for approve absences or for the use of official time.

d. The PARTIES agree that every EMPLOYEE will receive an annual performance appraisal. Problems with job/position descriptions identified during the performance appraisal review will be addressed in an expeditious manner. The PARTIES agree that it is important for EMPLOYEES to inform the EMPLOYER when they feel that their description is not accurate.

e. The PARTIES agree that the EMPLOYEE should assist in developing the critical elements of their performance plan. The EMPLOYER will annually review each element of the performance appraisal system with the EMPLOYEE to ensure a clear, mutual understanding of what is expected. There will be a progress review halfway through the rating periods. The EMPLOYEES should be actively involved in all discussions about the status of their performance.

f. Management will normally provide each EMPLOYEE a copy of their performance plan within thirty (30) days of the beginning of each appraisal period. Management will provide a copy of the final rating of record to each EMPLOYEE within thirty (30) days after the end of the appraisal period. The PARTIES agree that an EMPLOYEE will be assigned a performance plan within ninety (90) calendar days of reporting to the Command.

g. Management will provide assistance to EMPLOYEES for a minimum of ninety (90) days to improve their performance at any time during the appraisal period that performance is determined to be "unacceptable" in one or more critical elements.

h. A close-out rating will be provided when an EMPLOYEE has been in a covered position for ninety (90) days or more, and moves to a different position or rater. The performance rating shall be signed and dated by the EMPLOYEE and the appropriate management representative. The signature of the EMPLOYEE does not constitute agreement with the final rating but does acknowledge that the Rater discussed the rating with the EMPLOYEE.

i. The final rating of record may be used for awards and retention purposes. Ratings will include either "Unacceptable" or "Acceptable" performance. Both the EMPLOYEE and the Rater will sign the final Rating notice. Additional information may be found in 5 CFR Part 430, Part 432, and DoD 1400.25-M, Subchapter 430.

j. If EMPLOYEES disagree with their final performance appraisal rating for the Fiscal Year, they may grieve it under Article 25 of this Agreement. Adverse personnel action resulting from an appraisal rating may be submitted to the Merit System Protection Board. The PARTIES encourage the EMPLOYEE and Management designee to work closely together to ensure that both sides fully understand each other's concerns.

Section 4. The PARTIES agree that instructions and policies of any Performance Appraisal system governing UNIT EMPLOYEES will be in accordance with all applicable laws, regulations, and DoD/DoN guidelines. The PARTIES understand that the EMPLOYER's current instructions establish Command policies and guidance, and are subject to updated changes required by DoD/DoN regulations or policies on the Performance Appraisal system used.

a. It is recognized that any performance appraisal system, to the maximum extent possible, strives to permit accurate evaluation of EMPLOYEES' job performance on the basis of objective standards; ensure fair and consistent application of applicable laws and regulations for all members of the Command; to relate directly to the position; may be used to recognize and reward EMPLOYEE(S) with exceptional performance; assist EMPLOYEE(S) in improving less than acceptable performance, and may serve as a basis for making decisions on rewarding, training, reassigning, retraining, and removing EMPLOYEE(S). When performance measurement is a factor in any personnel action, applicable laws and regulations will be used for Unit EMPLOYEE(S).

b. The EMPLOYER will ensure that EMPLOYEES know their Rating Officials and that they work together to develop performance goals and attainable expectations for the annual rating cycle. Performance appraisal ratings must be in writing.

c. There should be at least three meetings held between the Rating Official and the Ratee (EMPLOYEE) during the performance appraisal cycle. The first is to establish the objectives or critical elements to be used to rate the EMPLOYEE. The second meeting is to conduct a progress review approximately half way through the annual rating cycle to inform the Ratee how well they are achieving their objectives or standards. The third meeting is to discuss the final rating of the EMPLOYEE.

d. The Rating Official is normally the immediate supervisor who provides the final rating to the EMPLOYEE. The progress or midyear appraisal and the final rating will be reviewed by a Reviewing Official who will be designated by the EMPLOYER. Rating Officials are responsible for explaining and discussing the EMPLOYEE's final rating of the annual rating cycle.

e. The Rating Official will meet with the EMPLOYEE any time during the rating cycle that the EMPLOYEE's performance begins to decline. If at any time during the rating period that an EMPLOYEE is "failing" to meet a performance standard, the EMPLOYEE will be placed on a Performance Improvement Plan to help identified deficiencies. The Rating Official will, where appropriate, assist the EMPLOYEE through counseling, formal training, on-the-job training, and/or close supervision to improve their performance rating.

f. The EMPLOYER will ensure that any element, standard or objective required of an EMPLOYEE is fully explained to the EMPLOYEE prior to the start of the rating period. EMPLOYEES will not be held responsible for any objective, element or standard that is not measurable or attainable, or related to their position/job.

g. Performance ratings may be used as a basis for determining eligibility for career ladder promotions. The PARTIES strongly encourage all EMPLOYEES to submit a self-assessment of their performance prior to the Rating Official providing a proposed or final rating. This self-assessment will become part of the final rating and will be given consideration in the final rating process.

h. If authorized by the EMPLOYER, Performance awards will be monetary in nature and based on the EMPLOYEE's performance for the entire rating cycle. Performance awards with a summary rating of Acceptable will not exceed 10% of the EMPLOYEE(S) annual rate of basic pay.

i. The PARTIES agree that the critical elements for any Performance Appraisal System governing a UNIT EMPLOYEE shall be consistent with the UNIT EMPLOYEE'S position/job description.

Section 5. INDIVIDUAL DEVELOPMENT PLANS (IDP)

All Individual Development Plans (IDP) shall be done in accordance with all applicable laws, rules and regulations. The PARTIES understand that IDPs are voluntary in nature; however, they are used as the Command's primary training budgeting tool. Training funds may not be available without an assigned/current IDP. The PARTIES strongly encourage all EMPLOYEES to help develop and maintain their personal IDP with their appropriate Management representative. EMPLOYEES will only be allowed to opt out from this requirement by notifying the EMPLOYER in writing. The EMPLOYER's goal is to fund all approved IDP training requirements to the maximum extent possible for all EMPLOYEES, however, it is understood by all PARTIES that training funds may be reduced, eliminated or changed without notice during any fiscal year.

Section 6. The PARTIES agree that the Union shall be allowed one position on any awards board that is held concerning UNIT EMPLOYEES.

ARTICLE 39
BULLETIN BOARDS

Section 1. The EMPLOYER agrees to provide bulletin boards for the exclusive use of the UNION**,** in the number not less than the number of official bulletin boards in the Command. Current bulletin boards will be utilized and replaced with same size boards when necessary. Placement of UNION bulletin boards shall be alongside official bulletin boards or, where this is impractical, immediately adjacent thereto.

Section 2. Notices concerning UNION recreational and social activities, UNION elections and appointments, results of elections and UNION meetings may be posted by the cognizant Stewards concerned without prior approval of the material by the EMPLOYER, provided they are limited to announcing only the purpose, date, time and place**,** and does not contain any obscene or profane material, promote any business or commercial group, or advocate any participation in an unlawful event. All other information to be placed on the bulletin boards including the above referred to notices, if they contain information other than that outlined above, will be posted only by mutual consent of the UNION and the EMPLOYER. All costs associated with the preparation of the material will be borne by the UNION.

Section 3. The UNION is responsible for posting and removing approved material on its bulletin boards and for maintaining them in an orderly condition.

ARTICLE 40
PARKING

Available parking areas will be designated for EMPLOYEES parking as close to assigned work areas as practicable. The PARTIES agree that there should be sufficient parking spaces available to accommodate all assigned EMPLOYEES supporting the mission of the Command. The number of current parking spaces is adequate to meet the needs of the EMPLOYEES and will be review at least annually. If any significant change in the parking arrangement is necessary, the EMPLOYER will immediately contact the UNION with the applicable information. The UNION will present to the

EMPLOYER any alleged inequities in the utilization of available parking facilities and recommend additional parking areas as the need arises, commensurate with the availability of Command parking space allocations. All spaces for UNIT EMPLOYEES will be non-allocated excluding those designated for the handicapped. The PARTIES agree to limit the number of reserved parking spaces to those needed to efficiently complete the Command's mission and/or in accordance with applicable law or regulations.

ARTICLE 41
CIVIC RESPONSIBILITIES

Section 1. The EMPLOYER and the UNION mutually agree that UNIT EMPLOYEES will be encouraged to participate in worthwhile charity drives; however, in no instance shall the EMPLOYER or the UNION exercise pressure on any EMPLOYEE to contribute to a charity to which the EMPLOYEE does not wish to contribute. The PARTIES hereto also agree that no right or privileges that would otherwise be extended to any EMPLOYEE in the Command will be withheld; nor will any reward be given or reprisal made against any employee who contributes or refrains from contributing to any charity drive.

Section 2. When an EMPLOYEE is required to participate in federally recognized Civil Defense functions, the employee may be excused for attendance at any such function up to a maximum of forty (40) hours in any calendar year.

Section 3. When a UNIT EMPLOYEE is called to duty in the Military, Reserve, National Guard or State Guard, he/she will be excused for such duty in accordance with applicable law, rule or regulation.

ARTICLE 42
OUTSIDE EMPLOYMENT

The EMPLOYER and the UNION agree that EMPLOYEES are prohibited by applicable regulations from accepting outside employment where such employment interferes with the performance of satisfactory service to the Government, involves relations with firms bidding on or making contracts with the Government, which may by the nature of such relations, have a detrimental effect on the interest of the Government and where applicable statutes and Executive Orders are not followed. All applicable cases must be reviewed individually to ensure that EMPLOYEES are not engaged in business activities which may result in conflicting personal interests, or which may result in neglect of official duties through attention of their private affairs. EMPLOYEES will contact the Command's Legal Counsel for assistance and ethics guidance.

ARTICLE 43
ACCEPTABLE LEVEL OF COMPETENCE

Section 1. Prior to any UNIT EMPLOYEE being denied a step increase, the affected EMPLOYEE shall be notified in writing. Such notification shall include the following information:

a. Specific information regarding each aspect of performance in which the EMPLOYER alleges that the EMPLOYEE fails to meet acceptable level of competence.

b. Specific information as to what constitutes an acceptable level in each aspect in which the affected EMPLOYEE allegedly failed to meet minimum requirements.

c. Specific information as to what the affected EMPLOYEE must do to meet the requirements for the step increase.

Section 2. Any EMPLOYEE denied a step increase has the right to request reconsideration of the initial decision to withhold a within grade increase in accordance with the following criteria:

a. The affected EMPLOYEE must request the reconsideration within fifteen (15) calendar days of his/her receipt of written notification that the increase has been denied.

b. An affected EMPLOYEE, upon his/her request, shall be entitled to be represented by his/her assigned Chief Steward or the UNIT Chairman during the reconsideration discussion held by the EMPLOYER.

c. When the facts developed during the discussion indicate the affected EMPLOYEE is entitled to a step increase, the EMPLOYER will assist the EMPLOYEE in contacting the appropriate authority for resolution.

d. If the facts developed during the discussion do not indicate the EMPLOYEE meets the minimum requirements necessary for the step increase, the EMPLOYER agrees to reevaluate the affected EMPLOYEE at the end of sixty (60) days following the date of the original determination.

ARTICLE 44
ALCOHOL AND DRUG ABUSE

Section 1. The EMPLOYER and the UNION recognize that alcoholism is a treatable illness and drug abuse is a treatable health problem and is covered by applicable laws and DoD, DoN, and Department of Health and Human Services (DHHS) rules, regulations and guidelines. Examples of regulations used include the Civil Service Reform Act, and the Rehabilitation Act.

Section 2. UNIT EMPLOYEES who suspect that they may have an alcohol or drug abuse problem, even in the early stages, and those who recognize that they have a personal problem not involving substance abuse, are encouraged by the UNION and the EMPLOYER to voluntarily seek information and counseling on a confidential basis by obtaining immediate assistance from the Civilian Employee Assistance Program (CEAP).

Section 3. The EMPLOYER agrees that no UNIT EMPLOYEE will have his/her job promotion opportunities jeopardized by seeking alcohol and/or drug abuse counseling assistance, or referral to a rehabilitation program, except as provided by law and regulations, and if the Commanding Officer or designee determines that such EMPLOYEE alcohol or drug abuse/use will not endanger public safety or national security. The EMPLOYER further agrees that UNIT EMPLOYEES with alcohol or drug abuse problems will receive the same offer of assistance that is extended to other EMPLOYEES having any other illness or health problem**,** except as provided by law and regulations.

Section 4. UNIT EMPLOYEES may be granted sick leave for the purpose of treatment or rehabilitation as provided by applicable law and regulations. Use of sick leave for such purpose will be dependent upon certification by appropriate medical authority that treatment is necessary and the EMPLOYEE is making satisfactory progress. It is recommended by the UNION that in extended outpatient treatment, EMPLOYEES utilize as little sick leave as possible and schedule appointments after working hours whenever possible.

Section 5. The EMPLOYER agrees to include the Chairman of the UNION Shop Committee and the Chief Stewards in local training sessions, which are arranged by the EMPLOYER for the EMPLOYEES on Alcohol and Drug Abuse. Attendance by UNION designated representatives at such training sessions will be on official time without charge to leave or loss of pay.

Section 6. Drug Free Workplace Program (DFWP) and Testing Designated Position~~s~~ (TDP).

a. EMPLOYEES may be referred for drug testing in accordance with the DoD Civilian Employee Drug Testing Program, and the references cited in Section 1 above. All applicable laws and regulations will be strictly followed while conducting any drug testing of EMPLOYEES. Types of drug testing available to the EMPLOYER may include, but is not limited to:

(1) Random testing of EMPLOYEES in sensitive positions for the use of illegal drugs. TDP are positions that have been designated for random testing.

(2) A program for voluntary EMPLOYEE drug testing.

(3) To test any EMPLOYEE for illegal use when:

a) There is a reasonable suspicion.

b) There is an accident or an unsafe practice.

c) Follow-up to counseling or rehabilitation program referred through the DFWP or CEAP.

(4) Pre-employment Testing

b. The TDP list will show titles, series, grades and locations of the positions. It is further agreed that expansion of the provided list will be at the direction of the Agency and will be provided to the UNION in accordance with Article 3 of this Negotiated Agreement, prior to implementation. EMPLOYEES or representatives who disagree with the designation of a position as a TDP may grieve the designation under the negotiated grievance procedure.

c. Random testing will be computer generated, will be witnessed, and fully documented in accordance with applicable DoD, DoN, and/or DHHS regulations or guidelines. Following each testing of selected EMPLOYEES, the EMPLOYER will provide the UNION with the names of bargaining UNIT EMPLOYEES who were tested in accordance with applicable DoD, DoN, and/or DHHS regulations or guidelines.

d. Prior to the implementation of the drug testing program, the EMPLOYER will provide the UNION with information regarding how specimen ownership will be monitored, i.e., how the chain of custody will be maintained.

e. The UNION is entitled to information concerning the DFWP in accordance with 5 U.S.C. 7114 (b) (4). Additionally, EMPLOYEES and their representatives are entitled to information concerning the test in accordance with law, rule, regulation, and DHHS guidelines.

f. The EMPLOYER will provide a yearly statistical report of collection activity, which will include overall results of the testing for that year, i.e., the number of positive and negative results, the category of drugs for which EMPLOYEES tested positive and the type of disciplinary and or other adverse action taken.

g. If an EMPLOYEE is found to have used an illegal drug, the EMPLOYER agrees to consider all evidence supporting the EMPLOYEE'S argument (for example, statements from witnesses) in mitigating the severity of any proposed disciplinary/adverse action.

h. Prior to making a final decision to verify a positive result, the Medical Review Officer (MRO) shall give the individual EMPLOYEE an opportunity to discuss the test result with him/her.

i. The EMPLOYER agrees to maintain the confidentially of any test results and only the appropriate personnel will have access to said results.

j. The EMPLOYER will immediately remove an EMPLOYEE from their TDP for illegal drug use and place them in another position pending a decision on any personnel actions. Upon a finding of illegal drug use, the EMPLOYER may, at its discretion, consider the EMPLOYEE'S request to hold in abeyance adverse or disciplinary action if the EMPLOYEE voluntarily enters a

rehabilitation program recognized by the Civilian Employee Assistance Program (CEAP) pursuant to laws and regulations. If the EMPLOYEE fails to complete the rehabilitation program or incurs another offense during the rehabilitation program, the initial charge may be combined with the new charges in taking action that may result in the EMPLOYEE'S removal.

k. Referral services to outside rehabilitation and counseling agencies will be made available through CEAP to EMPLOYEES with drug problems and those with family members who have drug problems.

l. In accordance with CPI 792, CHRM 752 and the DFWP, the EMPLOYER will initiate disciplinary action against any EMPLOYEE found to have used illegal drugs, except for EMPLOYEES who voluntarily admits to illegal drug use under this Safe Harbor provision and does so prior to being identified by other means and/or before officially informed of a pending drug test; obtains counseling and rehabilitation through a program recognized by CEAP; agrees to be tested as part of a follow up to counseling and rehabilitation; consents in writing to the release to appropriate EMPLOYER and CEAP officials of all counseling and rehabilitation records relating to the illegal use of drugs; and then subsequently refrains from illegal use of drugs. All of these conditions must be documented in an agreement between the EMPLOYEE and the EMPLOYER before Safe Harbor protection is provided. Safe Harbor is for illegal users of drugs, not for drug dealers, or those involved in other drug-related misconduct. Safe Harbor does not protect the EMPLOYEE from actions being taken as a result of losing their security clearance or actions related to illegal possession of drugs. The EMPLOYER may at its discretion, in those instances in which the EMPLOYEE is taken out of his/her position upon a finding or admission of illegal drug use, maintain the EMPLOYEE in a pay status through reassignment, job restructuring, or other types of placement actions, contingent upon continued participation in counseling or a rehabilitation program recognized by CEAP. The Human Resources Office will assist in such efforts.

m. The EMPLOYER agrees that an EMPLOYEE enrolled in a drug abuse rehabilitation program recognized by CEAP shall not be adversely affected in terms of assignments, details, or promotions solely because of their enrollment due to drug usage. EMPLOYEES enrolled in a CEAP recognized drug abuse rehabilitation program and who refrains from illegal drug use may be returned to their position as part of their counseling or rehabilitation program at the discretion of the EMPLOYER, if the Commanding Officer or designated official determines that such action will not endanger public safety or national security, and is in accordance with applicable laws and regulations. All EMPLOYEES assigned to a TDP are subject to Agency regulations relating to illegal drug use and/or assignment of duties when requiring a security clearance.

n. UNIT EMPLOYEES who are newly assigned in a TDP will receive an individual notice of possible testing at least 30 days before the EMPLOYEE is subject to random unannounced testing.

o. No EMPLOYEE will be required to submit to a drug test as a punitive measure, nor on the basis of hunches or rumors that he/she may have used illegal drugs. Reasonable suspicion

referrals will be based on specific facts of observations and reasonable inferences in accordance with applicable laws, government-wide regulations, and all applicable DoD, DoN, and DHHS regulations or guidelines.

p. Drug testing shall not be condoned for the purpose of gathering evidence for use in criminal proceedings.

q. Any EMPLOYEE who is the subject of a drug test will have access to records relating to such EMPLOYEE'S drug test in accordance with law, rule, or regulation.

r. The EMPLOYER agrees to allow, upon the EMPLOYEE'S request, a UNION representative to accompany the EMPLOYEE to the collection site. The UNION representative may accompany the EMPLOYEE as he/she completes the required forms prior to providing the sample and may also accompany the EMPLOYEE as he/she seals the container and completes the forms after providing the specimen. The UNION representatives will not interfere with the testing, will only be an observer in this process, will not engage in any conversation with the EMPLOYEE or DHHS administrator/contract personnel during the sampling, and is subject to the rules/guidelines of the DHHS testing procedures.

s. Direct observation of specimen collection shall only be conducted when there is specific reason to believe that the EMPLOYEE from who the specimen is being collected may alter or substitute the specimen.

t. At the collection site, EMPLOYEES asked to provide a urine specimen, will be asked to remove unnecessary outer garments such as coats or jackets and will be asked to leave these and all personal belongings such as purses or briefcases outside the specific area where the specimen will be collected, The individual may retain his/her wallet.

u. Records will be retained in accordance with Agency instructions and the DHHS guidelines pertaining to DFWP.

v. EMPLOYEES will be offered an opportunity, by the MRO to declare or list legitimate over-the-counter or prescription drugs which he/she may be taking only after the test result is confirmed positive. EMPLOYEES may, however, volunteer such information at the time of collection.

w. The EMPLOYER agrees to provide the UNION with a tour of the collection site prior to implementation of testing.

ARTICLE 45
GENERAL PROVISIONS

Section 1. The EMPLOYER and the UNION agree in principle that when it becomes necessary to terminate a temporary EMPLOYEE who is a member of the UNIT prior to the expiration of his/her temporary appointment, the EMPLOYEE should receive advance notice as appropriate.

Section 2. The EMPLOYER may order a medical examination of a UNIT EMPLOYEE who has applied for or occupies a position which requires such because of its inclusion in an established program of medical surveillance related to occupational or environmental exposure/demands or the position consists of duties which require physical/medical standards. The medical examination shall be based upon applicable standards and requirements for the position. When the EMPLOYER orders a medical examination, the EMPLOYER shall inform the EMPLOYEE in writing of its reasons for ordering the examination and the opportunity to submit medical documentation from their personal physician. When an EMPLOYEE requests to utilize his/her personal physician in lieu of the EMPLOYER's designated medical authority, the examination will be at the EMPLOYEE's expense and the physician submits a complete report to the EMPLOYER's designated medical authority for concurrence of medical findings.

Section 3. At any time a UNIT EMPLOYEE receives a medical examination from the EMPLOYER's designated medical authority, the EMPLOYEE shall, upon written request, receive a copy of the results of such examination and tests, in accordance with 5 CFR Section 294 and applicable laws and regulations.

Section 4. UNIT EMPLOYEES will not be canvassed by the EMPLOYER regarding any matter that is subject to negotiation or consultation with the UNION, unless such employees have been duly authorized by the UNION to act as the UNION's Representatives in the matter. The provision of this Section is not intended to preclude UNIT EMPLOYEES from filling out Questionnaires or being interviewed in conjunction with a personnel management evaluation conducted by the EMPLOYER or higher authority. When higher authority indicates that such an evaluation is to be conducted, the EMPLOYER agrees to notify the UNIT Chairman as soon as practicable after receipt of such information. When such an evaluation is to be conducted by the EMPLOYER, the EMPLOYER agrees to notify the UNION in accordance with Article 3, Section 5.

Section 5. In the event a UNIT EMPLOYEE is summoned to appear in State or Federal Court for charges of illegally operating a government provided vehicle and the EMPLOYEE is required to utilize annual leave or leave without pay for the purpose of appearing in said court, the charge to annual leave or leave without pay will be corrected to reflect excused absence in the event the employee is found innocent of the offense, or the offense was the direct result of an improper act on the part of the EMPLOYER. The excused absence will not exceed one (1) workday.

ARTICLE 46
LABOR-MANAGEMENT TRAINING

Section 1. The UNION and the EMPLOYER agree that knowledge of applicable Labor-Management Relations procedures, laws, and regulations, may benefit the UNIT EMPLOYEES. In recognition of the aforementioned and in meeting the needs of the mission and of the EMPLOYEES, the PARTIES will provide mutually agreed upon training related to Labor-Management Relations. The PARTIES further agree that training may be provided in accordance with any applicable Executive Order.

Section 2. The PARTIES shall mutually determine the specific training programs and procedures for providing training.

Section 3. Managers, Supervisors and UNIT EMPLOYEES shall be provided training regarding this AGREEMENT.

ARTICLE 47
GROUND RULES FOR ALL NEGOTIATIONS

Section 1. PURPOSE. The purpose of this Article is to provide broad, general Ground Rules which may be used by the PARTIES during negotiations. Detailed and specific Ground Rules will need to be agreed upon prior to conducting any negotiations.

Section 2. NEGOTIATING TEAMS**.** Both PARTIES agree to have an equal number of team members for the negotiation of Ground Rules.

a. The number of UNION representatives will be negotiated ahead of any formal negotiations and will not exceed the number of EMPLOYER representatives unless mutually agreed upon by the PARTIES. The UNION shall designate in writing a Chief Spokesperson for its negotiating team. Only the Chief Spokesperson or his/her designee shall have the authority to commit the UNION to a course of action.

b. Only one (1) observer shall be allowed at each negotiations session from each PARTY. UNION observers may be granted official time in accordance with applicable laws, regulations and relevant articles of this AGREEMENT. Observers shall not speak during negotiations.

c. Each PARTY shall advise the other of the name, position, and duty location of each individual it designates as a negotiating team member and also any alternate(s), no later than forty-eight (48) hours prior to commencing negotiations. Either team may change any of the members of its team or Chief Spokesperson, after prior oral or written notification to the other PARTY.

Section 3. REQUEST FOR INFORMATION. The EMPLOYER agrees to furnish the UNION with information in accordance with 5 U.S.C. 7ll4 (b) 4. The EMPLOYER will provide the information requested to the UNION prior to the PARTIES scheduling the date and time for the negotiations to begin.

Section 4. OFFICIAL TIME. Article 3, Section 5 of this AGREEMENT addresses the use of official time in negotiations. The EMPLOYER will make an effort to adjust the schedules of participants to allow them to appear in a duty status and grant a reasonable amount of official time for said participation. The PARTIES agree to reschedule the negotiation session in the event one or more of the negotiation participants are not available. For the purpose of defining official time for negotiation, "negotiations" shall mean the entire bargaining process including negotiation preparation, negotiating sessions, caucuses, development of counter-proposals, and impasse or mediation proceedings before or with the assistance of a third party. Mission and workload accomplishment impacts the availability of EMPLOYEES participating in negotiation sessions. EMPLOYEES will be compensated for their negotiations time in accordance with all applicable laws and regulations. This may include, but not limited to, overtime, compensatory time, and travel expenses when approved in advance by the EMPLOYER.

Section 5. PLACES, DATES AND TIMES OF NEGOTIATION. The PARTIES agree to conduct negotiating sessions in a suitable location mutually agreed upon between the PARTIES. The EMPLOYER will also provide a private room located within the proximity of the conference room for use by either PARTY. The EMPLOYER agrees to provide the UNION reasonable duplication services which are necessary during the conduct of the actual negotiations. This support and service shall be at no cost to the UNION.

a. Specific dates for the conduct of negotiations will be mutually agreed upon between the PARTIES. The PARTIES, shall exchange a written and an electronic copy of initial proposals, at the same time, on an agreed upon date and time prior to the first meeting of the PARTIES. Initial proposals submitted by either PARTY shall be comprehensive. However, this does not preclude either PARTY from submitting an initial proposal concerning a new issue as a result of an oversight of either PARTY.

b. The PARTIES reserve the right to add, modify, amend or delete any proposal contained in the initial proposals package at any time during the negotiation process, except as noted in other sections of this Article. At the beginning of each negotiation sessions, hard copies of each proposal will be made available to all team members of each PARTY. After each negotiation session, an electronic copy of the proposals submitted will be sent to the other PARTY.

c. Specific negotiations times/dates will be decided upon prior to the start of any negotiation session. The PARTIES will agree on all future negotiations sessions as far in advance as possible. Cancellations, or changes in negotiation time or dates, should be kept to a minimum.

Section 6. CAUCUS. The Chief Spokesperson for either PARTY may call a caucus at any time. The PARTY calling the caucus shall be entitled and/or have the option to request the other PARTY be excused from the room used for negotiations for the purpose of caucusing confidentially. The Caucus may be for the purpose of researching the other PARTY's position, drafting counter-proposals, or any other business related to the negotiation. The PARTY calling the caucus shall retain the floor upon resumption of negotiations.

Section 7. MINUTES OF NEGOTIATIONS. Either PARTY may choose to have a formal record, such as a written transcript, of the proceedings. If such a record is made, the PARTY arranging for such a record shall bear the expense. If both PARTIES request to have a formal record, the PARTIES will share the expense. The PARTIES may share in the cost of any such record, should any additional copies be produced.

Section 8. SUBJECT MATTER EXPERTS (SME). Either PARTY may request the presence of SME's. SME's may only participate in negotiations to the extent that their specialized knowledge and presence is necessary for proper discussions between the PARTIES. When SME services are no longer needed, the individual(s) will depart the negotiation location.

Section 9. ORDER OF BUSINESS. The following order of business shall be observed by the PARTIES; however, it may be altered by mutual consent:

a. Unfinished business from last session;

b. Agenda Items;

c. Establishing agenda for next session.

Section 10. During Collective Bargaining Agreement (CBA) negotiations, both Chief Spokespersons will sign and date each article upon tentative agreement. The article(s) will be tentatively closed unless both PARTIES agree to reopen/revisit the article for further negotiations prior to final review and approval by the PARTIES. After the reopened article changes are agreed to by the PARTIES, the changes will be dated, referenced to the section/article that required the change and initialed by both Chief Spokespersons.

Section 11. NEGOTIATION IMPASSES. After full discussion of any proposal, if the PARTIES cannot agree on the language, either PARTY may declare the language at impasse. When either PARTY declares an impasse verbally at the table, a written declaration containing the exact language at impasse shall be given to the other PARTY within twenty-four (24) hours, of the verbal declaration. All proposals declared at impasse shall be held in abeyance until negotiations of all other proposals are completed unless both PARTIES agree otherwise. All issues at impasse or unresolved at the close of negotiations will be handled in accordance with law, rule or regulation. In the event either PARTY declares an impasse in the negotiations, the Federal Mediations and Conciliation Service (FMCS) shall be requested

to provide its assistance in resolving the issue. If the mediation services of the FMCS does not result in resolution of the impasse, either PARTY may invoke the services of the Federal Service Impasse Panel to resolve the differences.

Section 12. NON-NEGOTIABILITY. Formal questions of non-negotiability will be addressed in accordance with 5 CFR Part 2424, all applicable laws and regulations, and will be settled by the Federal Labor Relations Authority (FLRA). Only the Chief Spokesperson may raise non-negotiability issues during negotiations, and general background information will be provide to the other PARTY as to why the issue is considered non-negotiable. If the UNION asks for a written allegation of non-negotiability from the EMPLOYER, a written response should be provided back within 10 calendar days to the UNION. If the UNION does not receive a written allegation from the EMPLOYER within 10 calendar days, the UNION has the option to file a petition before the FLRA asking for a review of the non-negotiability issue. If the UNION does receive a written allegation from the EMPLOYER within 10 calendar days, the UNION has only 15 calendar days to file a petition before the FLRA on the non-negotiability issue. Additional negotiation session (s) between the PARTIES will commence after a decision is rendered by the FLRA on the non-negotiability matter.

Section 13. When all of the above steps have been completed, both PARTIES will review the CBA in it's entirely. The CBA will be subject to final approval by the PARTIES after completion of any mutually, agreed upon changes and/or typographic error corrections. The CBA will first be subject to ratification by the UNION membership. If accepted, it will be forwarded to the EMPLOYER's Agency, DoD, for final review and acceptance in accordance with 5 U.S.C. 7114(c). Only those Article(s)/Section(s) rejected by either PARTY will be subject to additional negotiations, and will then be subject to additional ratification by the UNION membership and final review/approval by DoD prior to publication and execution by the PARTIES.

ARTICLE 48
COMMAND NOTIFICATION

Section 1. The EMPLOYER will in accordance with Article 3 of this AGREEMENT, notify the UNION as soon as possible after receipt of any pending or implemented policies, or instructions by an outside command affecting the working conditions of the EMPLOYEES. These commands may include, but not limited to the applicable Installation Commanding Officer (NAS Pensacola or NAS Whiting Field), Commander Navy Region Southeast, or Commander Navy Installation Command.

Section 2. Within five (5) workdays after the Chairman's receipt of these potential changes in working conditions, the UNION will respond to the EMPLOYER in accordance with Article 3 of this AGREEMENT.

ARTICLE 49
FEDERAL INMATE LABOR

Section 1. Both PARTIES agree that the use of Federal Inmate labor at NAS Pensacola is controlled and authorized in accordance with the Interservice Agreement between the Commander Naval Region Southeast (NAS Pensacola) and the Federal Bureau of Prisons, and in accordance with the contractual agreement with Regal Select Services Incorporated (RSSI) or successor contractor(s), and applicable Federal regulations.

Section 2. The EMPLOYER agrees that EMPLOYEES should have limited contact and interaction with Federal Inmates. Normally, any contact and interaction will be in association with mission essential work. Federal Inmates will be under continuous supervision when EMPLOYEES and Inmates have contact/interaction when working together in this type of situation.

ARTICLE 50
PUBLICIZING THE AGREEMENT

Section 1. As soon as practicable following ratification by the UNION and approval of this AGREEMENT by the DoD, the EMPLOYER will publish the AGREEMENT on the EMPLOYER's web sites. Hard copies will be printed locally for all current UNIT EMPLOYEES, including UNION officials to reduce Command overhead costs. Copies of this AGREEMENT may be reproduced locally utilizing government equipment at any time.

Section 2. The EMPLOYER agrees to take whatever action is necessary to assure that each UNIT EMPLOYEE currently employed will be furnished an initial copy of said AGREEMENT. It is further agreed that the EMPLOYER will also furnish an initial copy of the AGREEMENT to each new hire UNIT EMPLOYEE either prior to or during the EMPLOYEE's initial orientation conducted by the Command. The EMPLOYER agrees to bear the full cost of such distribution. As a part of their orientation, new EMPLOYEES hired in UNIT positions will be advised of the contractual relationship between the EMPLOYER and the UNION and will be introduced to their assigned Steward.

Section 3. The UNION and the EMPLOYER agree that the provisions of this Article shall apply with respect to reprinting the AGREEMENT during its term and with respect to any amendments or supplements to this AGREEMENT which may become necessary in accordance with Article, Duration and Changes.

ARTICLE 51
DURATION AND CHANGES

Section 1. This AGREEMENT as executed by the PARTIES shall remain in full force and effect for a period of three (3) years from the date of its approval by DoD and shall automatically renew in one year increments unless either PARTY gives written notice during a thirty (30) calendar day window period beginning 120 calendar days and ending 90 calendar days, prior to the yearly expiration date

of the AGREEMENT. It is provided, further, that this AGREEMENT shall terminate at any time it is determined that the UNION is no longer entitled to Exclusive Recognition under Title VII, P.L. 95—454, Civil Service Reform Act of 1978, and 5 U.S. C. §§ 7101 through 7135. On the request of either PARTY, the PARTIES shall meet to commence negotiations on a new AGREEMENT not more than ninety (90) calendar days or less than sixty (60) calendar days prior to the expiration date of this AGREEMENT.

Section 2. This AGREEMENT, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws or executive orders after the effective date of this AGREEMENT. In such event the PARTIES will meet for the purpose of negotiating such language that will meet the requirements of such laws or Executive Orders. Such amendment(s) as agreed to will be duly executed by the PARTIES and become effective on a date or dates agreed to as being appropriate under the circumstances and after approval by the DoD.

b. It may be opened for amendment(s) by mutual consent of both PARTIES at any time after it has been in force and effect for at least six (6) months. Requests for such amendment(s) by either PARTY must be in writing and must include a summary of the amendment(s) proposed. The PARTIES shall meet within fourteen (14) work days after receipt of such notice to discuss the matter(s) involved in such request(s). If the PARTIES agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the PARTIES. Such amendment(s) as agreed to will be duly executed by the PARTIES after approval by the DoD.

c. It shall be opened for amendment(s) upon the written request of either PARTY made within thirty (30) calendar days after receipt by such PARTY of any order, instruction, or regulation of the OPM, DoD, DON, or higher naval authorities which substantially alters the authority of the EMPLOYER with regard to any item dealt with in this AGREEMENT. Request for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation, or instruction upon which such amendment(s) request is based. The PARTIES shall meet within fourteen (14) work days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction and the area(s) which the same delegates to the EMPLOYER. Such amendment(s) as agreed to by the PARTIES will be duly executed by the PARTIES after approval by the DoD.

Section 3. This AGREEMENT and any amendment(s) thereto agreed upon by the PARTIES shall be promptly reproduced by the EMPLOYER and distributed to all UNIT EMPLOYEES.

Section 4. No AGREEMENT, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any EMPLOYEE or group of EMPLOYEES,

and in no case shall it be binding upon the PARTIES hereto unless such agreement is made and executed in writing between the PARTIES hereto and the same has been ratified by the UNION and approved by the DoD.

Section 5. The waiver of any breach of condition of this AGREEMENT by either PARTY shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

APPENDIX A

Chairman, Union Shop Committee, Chief Stewards and Stewards

Based on the PWD Pensacola, Florida and PWD Whiting Field, Milton, Florida organization under its MEO, the EMPLOYER and the UNION agree to the following:

One (1) Chairman, Unit Shop Committee

One (1) Assistant Chairman, Unit Shop Committee

Structural Division

One (1) Chief Steward for Structural Division

Two (2) Stewards for the Structural Division

Electrical/Mechanical and Minor Work Authorization (MWA) Division

One (1) Chief Steward for Electrical/Mechanical, MWA Division

Two (2) Stewards for the Electrical/Mechanical Section

One (1) Steward for the MWA Section

Public Works Department, Whiting Field, Milton, Florida

One (1) Chief Steward for PWD, Whiting Field, Milton, Florida

One (1) Steward for PWD, Whiting Field, Milton, Florida

Any adjustments to these numbers are subject to re-negotiation as covered in Article**s** 3 and 7 of this AGREEMENT.

APPENDIX B UNION REPRESENTATION ACTIVITY RECORD

UNION REPRESENTATION ACTIVITY RECORD
(To be filled out in duplicate)
(Rev. 4-10)

UNION TITLE:

☐ Steward ☐ Chief Steward ☐ Chairman, Union Shop Committee

DESTINATION(S): Bldg. No. _____ Organ. Code _____

TIME: Estimated _____ Departure _____

Returned _____ Total Used _____

Check or complete as required to indicate nature of business:

☐ Negotiated Grievance Procedure

☐ Negotiation

☐ Arbitration

☐ Consultation with Management

☐ As authorized by Agreement (Art. & Sec.)

☐ Steward information meeting

The undersigned hereby mutually agree that the information recorded above is accurate to the best of our knowledge.

_____ (Signature of Union Representative)

_____ (Signature of Supervisor or Designee)

Date: _____

Date: _____

DISTRIBUTION:
Orig. to Supervisor
Copy to Union Representative (fwd. to Unit Chairman)

APPENDIX C GRIEVANCE PROCEDURE FORMS

GRIEVANCE SUBMISSION FORM **GRIEVANCE NUMBER _____**

NAVFAC, SE FORM 12711 (MM-12) NOTE: Employee prepares an original and 3 copies, retains 1 copy and forwards the original and 2 copies to the Supervisor or Management Official, who will hear the Grievance and when completed, will retain 1 copy, return the original and 1 copy to the Chief Steward.

STEP 1

FROM: (Print Employee's Name)	Delivered By: (Initials)	EMPLOYEE'S OFFICE/WORK CENTER:
NAME OF STEWARD OR CHIEF STEWARD:		
TO: First level Supervisor or EMPLOYER designee	Received By: (Initials)	DATE SUBMITTED TO STEP 1:

GRIEVANCE:

The following specific action or administrative decision which occurred on _____ is grieved and the facts are as follows (Who, What, When, Where, and How?):

(Use additional pages if necessary)

THE FOLLOWING CORRECTIVE ACTION IS REQUESTED:

SIGNATURE OF AGGRIEVED:	DATE SIGNED:	SIGNATURE OF STEWARD/CH STEWARD

REPLY TO GRIEVANCE FORM **GRIEVANCE NUMBER _____**

NAVFAC, SE FORM 12711 (MM-12)

NOTE: The Supervisor or Employer Designee will, when completed, retain 1 copy, return the original and two signed copies to the Employee/Union Designee

STEP 1

FROM: (SUPERVISOR OR EMPLOYER DESIGNEE)	OFFICE/WORK CENTER:	Date Grievance Discussed:
TO: (The Aggrieved and Union Designee)		

ON THE ABOVE DATE, I MET AND FULLY DISCUSSED THE GRIEVANCE WITH THE FOLLOWING PERSONS:

NAME AND POSITION	NAME AND POSITION

☐ I have decided to grant the grievance for the following reasons:

☐ I have decided to deny the grievance for the following reasons:

☐ This is not an appropriate matter for consideration under this grievance procedure for reasons given below and is therefore returned.

(SUPV/EMPLOYER DESIGNEE COMMENTS)

If my Step 1 decision is not acceptable, your second level management official/EMPLOYER Designee is:

Name: _____

Title:_____ Contact Information: _____

Signature: (SUPERVISOR OR EMPLOYER DESIGNEE)	DATE DELIVERED TO AGGRIEVED/UNION DESIGNEE:	INITIALS OF AGGRIEVED: INITIALS OF UNION DESIGNEE:

GRIEVANCE SUBMISSION FORM
NAVFAC, SE FORM 12711 (MM-12)

GRIEVANCE NUMBER _____

NOTE: Employee/Union designee provides the original to the Supervisor/Employer Designee, who initials, maintains the original and provides 2 copies to the Aggrieved/Union Designee

STEP 2

FROM: (Employee/Union Designee)	
TO: (Second Level Supervisor/Employer Designee)	

REPLY TO GRIEVANCE ANSWER: **We are not satisfied with the answer given by the Supervisor/Management Official and therefore desire to appeal further by meeting with you or your designated representative in an effort to reach a satisfactory settlement. We object based upon the following reasons:**

SIGNATURE OF AGGRIEVED:	DATE SIGNED:	SIGNATURE OF UNION DESIGNEE
	Date Step 2 submitted to EMPLOYER	EMPLOYER Initials (Receipt of Step 2 Grievance)

REPLY TO GRIEVANCE FORM
NAVFAC, SE FORM 12711 (MM-12)

GRIEVANCE NUMBER _____
NOTE: The Supervisor or Employer Designee will, when completed, retain 1 copy, return the original and two signed copies to the Employee/Union Designee

STEP 2

FROM: (SECOND LEVEL SUPERVISOR OR EMPLOYER DESIGNEE)	OFFICE/WORK CENTER:	DATE OF STEP 2 MEETING
TO: (The Aggrieved and Assigned Steward/Chief Steward)		

ON THE ABOVE DATE, I MET AND FULLY DISCUSSED THE GRIEVANCE WITH THE FOLLOWING PERSONS:

NAME AND POSITION	NAME AND POSITION

☐ I have decided to grant the grievance for the following reasons:

☐ I have decided to deny the grievance for the following reasons:

☐ This is not an appropriate matter for consideration under this grievance procedure for reasons given below is therefore returned.

_____
(SUPV/EMPLOYER DESIGNEE COMMENTS)

If my Step 2 decision is not acceptable, your third level management official/EMPLOYER Designee is:

Commanding Officer, NAVFAC SE or Management Designated Rep

Title:_____ Contact Information: _____

SIGNATURE SUPERVISOR/EMPLOYER DESIGNEE	DATE DELIVERED TO AGGRIEVED/UNION DESIGNEE:
INITIALS OF AGGRIEVED/UNION DESIGNEE	

GRIEVANCE SUBMISSION FORM **GRIEVANCE NUMBER_____**

NAVFAC, SE FORM 12711 (MM-12) NOTE: Employee/Union provides the original and 3 copies, retains 1 copy and forwards the original and 2 copies to the CO/Employer Designee

STEP 3

FROM: (Employee/Union Designee)	DATE:
TO: (Commanding Officer/Employer Designee)	

REPLY TO GRIEVANCE ANSWER:

We are not satisfied with the answer given by the Supervisor/Management Official and therefore desire to appeal further by meeting with you or your designated representative in an effort to reach a satisfactory settlement. We object based upon the following reasons:

SIGNATURE OF AGGRIEVED:	DATE SIGNED:	SIGNATURE OF UNION DESIGNEE

DATE DELIVERED TO CO AND/OR FAXED:		
EMPLOYER acknowledges receipt via electronic means.	STEP 2 MEETING DATE:	DATE OF STEP 2 DECISION:

REPLY TO GRIEVANCE FORM **GRIEVANCE NUMBER _____**

NAVFAC, SE FORM 12711 (MM-12) NOTE: The CO/Employer Designee retains 1 copy, returns the original and 2 copies to the Aggrieved/Union Designee.

STEP 3

FROM: COMMANDING OFFICER or EMPLOYER DESIGNEE	DATE of STEP 3 MEETING (If Held)	DATE OF WRITTEN REPLY:

ON THE ABOVE DATE, I MET AND FULLY DISCUSSED THE GRIEVANCE WITH THE FOLLOWING PERSONS:

NAME AND POSITION	NAME AND POSITION

☐ I have decided to grant the grievance for the following reasons:

☐ I have decided to deny the grievance for the following reasons:

☐ This is not an appropriate matter for consideration under this grievance procedure for reasons given below and is therefore returned.

(CO/EMPLOYER DESIGNEE COMMENTS)

SIGNATURE OF CO/EMPLOYER DESIGNEE	DATE DELIVERED TO THE AGGRIEVED/UNION DESIGNEE:
INITIAL FOR RECEIPT BY AGGRIEVED/UNION DESIGNEE	

MEMORANDUM **GRIEVANCE NUMBER _____**

FROM: UNION DESIGNEE (Name)

TO: COMMANDING OFFICER/ASSIGNED MANAGEMENT OFFICIAL

REPLY TO GRIEVANCE ANSWER:

We are not satisfied with your response and therefore desire to invoke arbitration per Article 26. We object based upon the following reasons:

SIGNATURE (Chairman, Union Shop Committee) & Date	DATE DELIVERED TO CO AND/OR FAXED:
EMPLOYER DESIGNATED REP provides electronic confirmation of receipt and proposes date/time to discuss	DATE OF STEP 3 DECISION
DATE OF STEP 2 DECISION	DATE OF STEP 1 DECISION

International Association of Machinists and Aerospace Workers Local Lodge 192
PO Box 4609 Pensacola, FL 32507
Phone: (850) 453-2268 Email: iamll192@bellsouth.net

RIGHT TO UNION REPRESENTATION

1. This is to inform you that as a Bargaining Unit Employee, you have the right to have a UNION representative present during any Agency or EMPLOYER Investigation of a Bargaining Unit Employee or any formal discussion.

2. Section 7114 of Title 5, United States Code, states that a labor organization which has been accorded exclusive recognition shall be given the opportunity to be represented at any examination of a Bargaining Unit Employee by a representative of the Agency in connection with an investigation if;

a. The Employee reasonably believes that the examination may result in disciplinary action against the employee; and,

b. The Employee requests said representation.

3. This is to inform you, as a Bargaining Unit Employee, of the right of an exclusively recognized Union to be present during the negotiated grievance procedure of a Bargaining Unit Employee or any formal discussion, as either the Bargaining Unit Employee representative or as the Union representative.

4. The International Association of Machinists and Aerospace Workers Local Lodge 192 has been accorded exclusive recognition for all Bargaining Unit Employees of the NAVFAC Southeast at Public Works Department Pensacola and the Public Works Department Whiting Field.

5. It is your right to request or waive Union representation prior to the start of an investigation or the start of the negotiated grievance procedure. This decision shall be irrevocable. Please indicate below your desire to either request or decline Union representation.

PLEASE INDICATE BELOW YOUR DESIRE TO REQUEST OR DECLINE UNION REPRESENTATION:

I Request Union Representation:

_____ _____
Signature of Bargaining Unit Employee Date

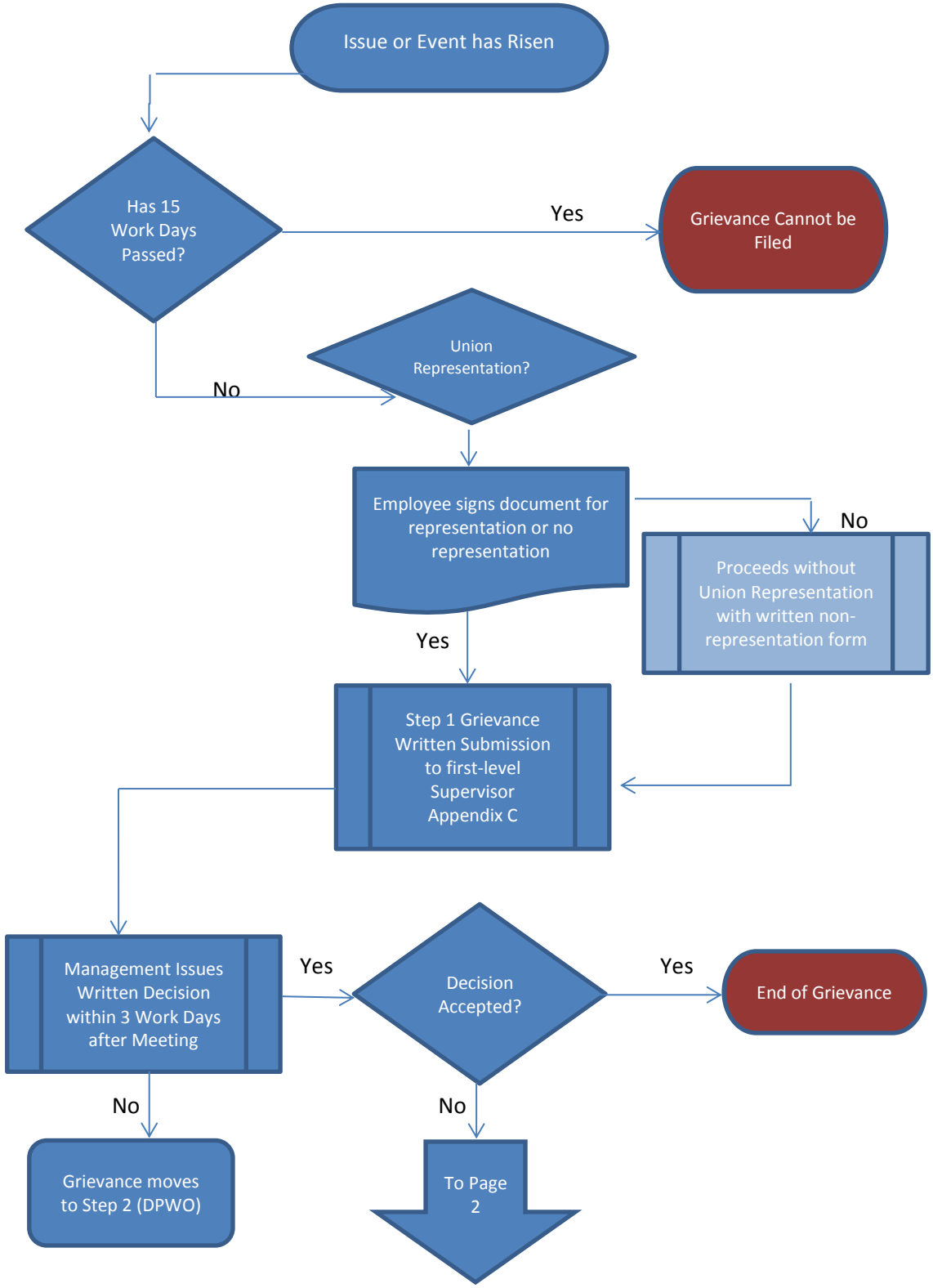
I Decline Union Representation:

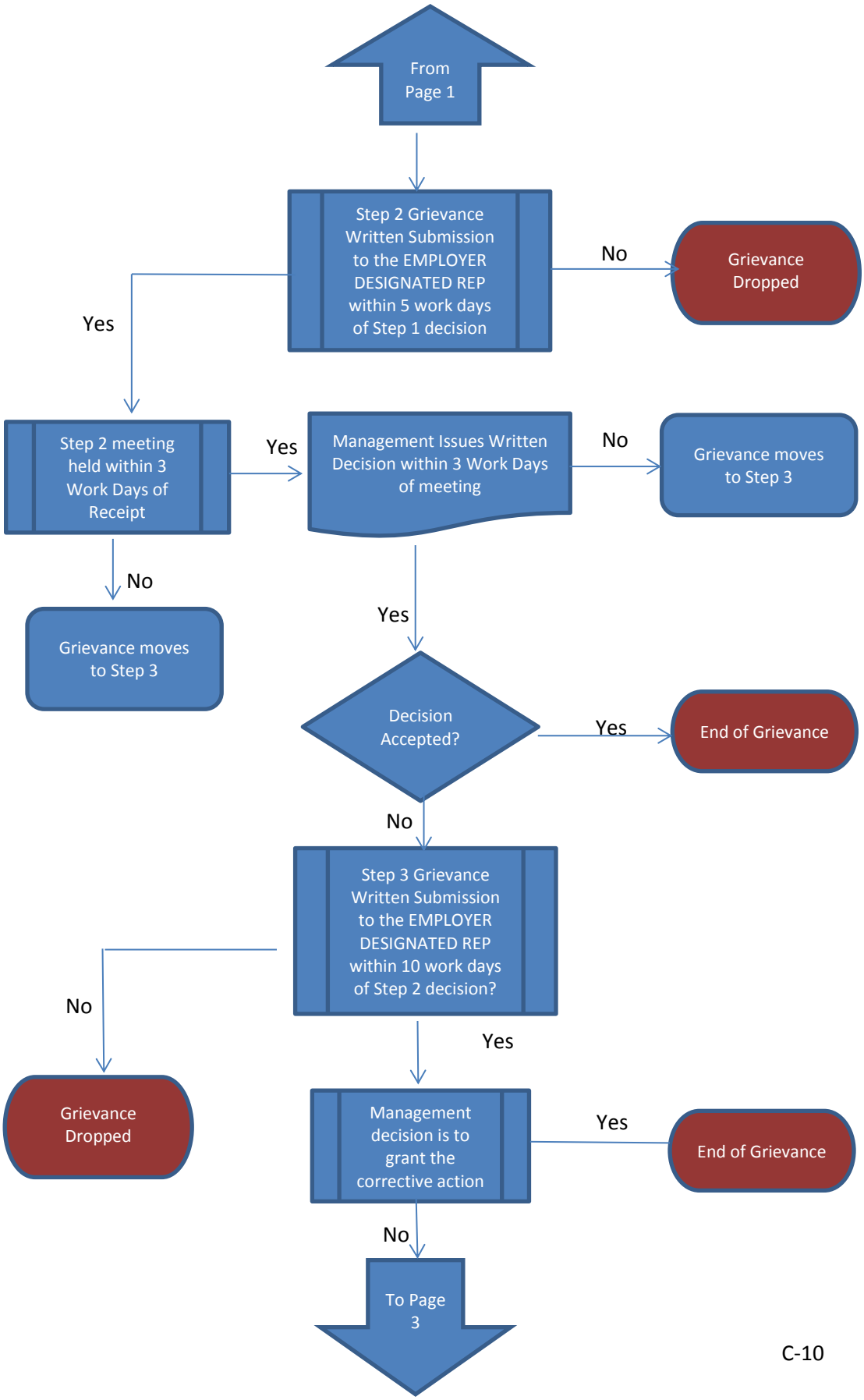
_____ _____
Signature of Bargaining Unit Employee Date

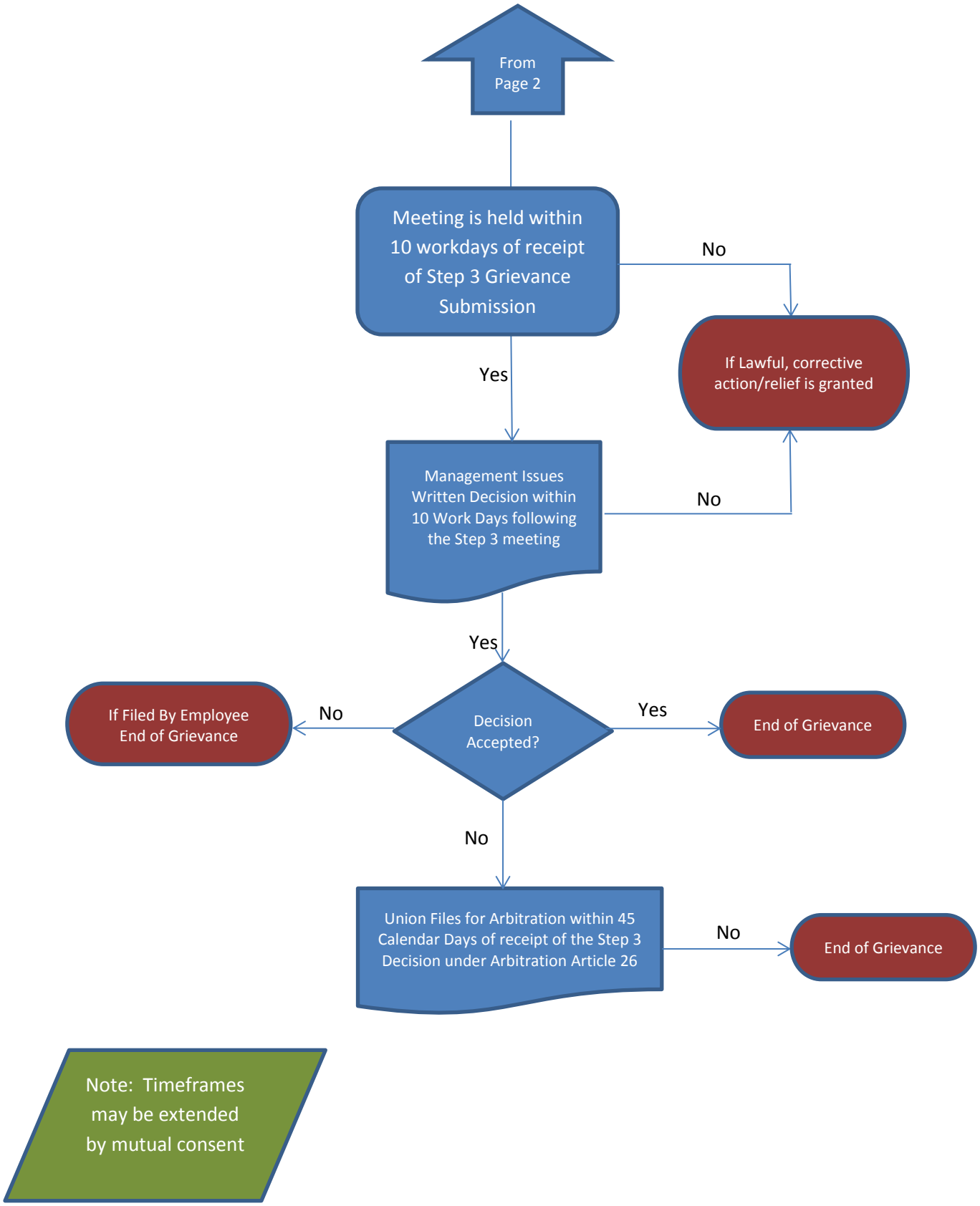
_____ _____
Signature of Union Representative & Date **Signature of Employer Representative & Date**

NOTE: A COPY OF THIS SIGNED STATEMENT WILL BE PROVIDED TO THE SUPERVISOR OR MANAGEMENT OFFICIAL PRIOR TO THE START OF THE STEP 1 MEETING.

APPENDIX C GRIEVANCE PROCESS FLOW CHART




From Page 1
Step 2 Grievance Written Submission to the EMPLOYER DESIGNATED REP within 5 work days of Step 1 decision
No
Grievance Dropped
Yes
Step 2 meeting held within 3 Work Days of Receipt
Yes
Management Issues Written Decision within 3 Work Days of meeting
No
Grievance moves to Step 3
No
Grievance moves to Step 3
Yes
Decision Accepted?
Yes
End of Grievance
No
Step 3 Grievance Written Submission to the EMPLOYER DESIGNATED REP within 10 work days of Step 2 decision?
No
Grievance Dropped
Yes
Management decision is to grant the corrective action
Yes
End of Grievance
No
To Page 3


From Page 2
Meeting is held within 10 workdays of receipt of Step 3 Grievance Submission
No
If Lawful, corrective action/relief is granted
Yes
Management Issues Written Decision within 10 Work Days following the Step 3 meeting
No
Yes
If Filed By Employee End of Grievance
No
Decision Accepted?
Yes
End of Grievance
No
Union Files for Arbitration within 45 Calendar Days of receipt of the Step 3 Decision under Arbitration Article 26
No
End of Grievance
Note: Timeframes may be extended by mutual consent

APPENDIX D EMPLOYEE ABSENCES FOR COURT OR COURT-RELATED SERVICES

Nature of Services	Type of absences			Fees			Governmental Travel expenses	
	Court Leave	Official duty	Annual leave or LWOP	No	Yes		No	Yes
					Retain	Turn into Agency		
I. Jury Service								
(a) U.S. or D.C. Court	X	…….	…….	X	……	…….	X	…….
(b) State or local court	X	…….	…….	……	……	X	X	…….
II. Witness Service								
(a) On behalf of U.S. or DC government	…….	X	…….	X	……	…….	……..	X
(b) On behalf of State or local government								
(1) in official capacity	…….	X	…….	……	……	X	……..	X
(2) not in official capacity	X	……..	…….	……	……	X	X	…….
(c) On behalf of private party								
(1) in official capacity	…….	X	…….	……	……	X	……..	X
* (2) not in official capacity								
(a) when a party in U.S., DC, State or local Government	X	……..	…….	……	……	X	X	…….
(b) when a party is Not U.S., DC, State or local Government	……..	……..	X	……	X	……	X	…….

*Offset to the extent paid by the court, authority, or party which caused the employee to be summoned.

APPENDIX E GLOSSARY OF TERMS

The following terms and abbreviations are provided as a quick-look guide or reference to assist EMPLOYEES, UNION officials, and the EMPLOYER (Management officials). The intended purpose is not to set policy or conflict with any federal law, regulation or this AGREEMENT. Its purpose is solely for helping clarify definitions or standards abbreviations used throughout this AGREEMENT. Should a conflict occur, the applicable law, regulation, or AGREEMENT provision shall control.

Administrative Leave: An excused absence from duty without loss of pay and without charge to annual or sick leave. Only the Commanding Officer of NAVFAC Southeast (Employer) may grant this type of leave for Employees.

BU: Bargaining Unit**.** A grouping of employees that a union represents based on a certification issued by the FLRA after finding the unit of employees appropriate under the criteria of 5 U.S.C. § 7112 (community of interest, effective dealings, efficiency of operations). In this case, the FLRA recognizes the International Association of Machinists and Aerospace Workers, Local Lodge 192 as the exclusive representative of the BU which includes all non-professional Employees assigned to the U.S. Department of the Navy, NAVFAC SE, at PWD Pensacola, Pensacola, Florida and the PWD Whiting Field, Milton, Florida.

BUE: Bargaining Unit Employees

CA-1: A form from the Department of Labor, Office of Workers Compensation Program - "Federal Employee Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation" used to report a traumatic injury.

CA-2: A form from the Department of Labor, Office of Workers Compensation Program - "Notice of Occupational Disease and Claim for Compensation," used to report an occupational disease.

CEAP: Civilian Employee Assistance Program

Committee: A selected and designated group of employees, normally an equal number of management officials and union members, used to address issues or problems.

Consult: Any dialogue, either written or oral, between the Employer and the Union on specific issue(s) and unlike negotiation does not require a mutually acceptable compromise between the Union and the Employer.

COP: Continuation of Pay

CBA: Collective Bargaining Agreement

COMPETENT PERSON: OSHA defines "competent person" as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them". See 29 CFR 1926.32(f). By way of training and/or experience, a competent person is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, and has the authority to correct them.

Designee/Designated Representative: Someone chosen by the Command or the Union to conduct day to day business on their behalf or to conduct a particular task.

DFWP: Drug Free Workplace Program

DHHS: Department of Health and Human Services

FECA: Federal Employees Compensation Act

FLRA: Federal Labor Relations Authority

FMCS: Federal Mediation and Conciliation Service

Grievance: A formal complaint by an Employee, the Union, or the Employer, alleging a violation of the CBA, Federal law, rule or regulation.

HRO: Human Resource Office

LWOP: Leave Without Pay

Management Official: One who is appointed by NAVFAC-SE to act or govern on their behalf.

Negotiation: The process whereby the Union and the Employer meet and confer in good faith with the object in mind of reaching mutual agreement regarding the proposed implementation of personnel policies and practices and matters affecting working conditions of Unit Employees to the extent that such matters are negotiable.

OCCUPATIONAL DISEASE OR ILLNESS: Occupational Disease or Illness is defined as a condition produced in the work environment over a period longer than one workday or shift. It may result from systemic infection, repeated stress or strain exposure to toxins, poisons, fumes or other continuing conditions of work environment.

Overtime: Time worked by an Employee in excess of the number of normal work hours per day depending on the Employee's approved work schedule or in excess of forty (40) hours in any one administrative workweek.

OWCP: Office of Workers Compensation Programs

Parties: Know as the Employer and the Union.

Premium Pay: Defined by 5 CFR 550.103 as the dollar value of earned hours of compensatory time off and additional pay authorized by statute and 5 CFR Part 550 for overtime, night, Sunday, or holiday work; or for standby duty, administratively uncontrollable overtime work, or availability of duty. This excludes overtime pay paid to Employees under the Fair Labor Standards Act and compensatory time off earned in lieu of such overtime pay. This includes, but not limited to Shift or Environmental Pay.

Representative: One standing in for or acting for another, especially through delegated authority.

SF-71: An Office of Personnel Management Standard Form - Application for Leave Form.

SME: Subject Matter Expert

TRAUMATIC INJURY: Traumatic Injury is defined as a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable as to time and place of occurrence and member or function of the body affected. It must be caused by a specific event or incident or series of events or incidents within a single day or work shift.

Union Official: One who is elected or appointed by the Union to act or govern on their behalf.

U.S.C.: United States Code

WORK SCHEDULES: The following are examples of work schedules that may be authorized by the Command.

AWS: Alternative Work Schedules means both flexible work schedules and Compressed Work Schedules (CWS).

Biweekly Pay Period means the 2-week period for which an employee is scheduled to perform work.

CWS means:

a. In the case of a full-time Employee, an 80-hour biweekly basic work requirement that is scheduled by an Agency for less than 10 workdays.

b. In the case of a part-time Employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an Agency for less than 10 workdays that may require the Employee to work more than 8 hours in a day. See 5 U.S.C. 6121(5).

c. "5-4-9" is an example of a CWS that includes eight (8) workdays of nine (9) hours each plus one (1) workday of eight (8) hours within the biweekly pay period. This is also example of an AWS.

Core Hours means the time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the EMPLOYER to be present for work. See 5 U.S.C. 6122(a)(1).

Flexible Work Schedule (**FWS**) means a work schedule established under 5 U.S.C. 6122:

a. In the case of a full-time employee, an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the Agency.

b. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the Agency.

RDO: Regular Day Off

TWS: Traditional Work Schedule