

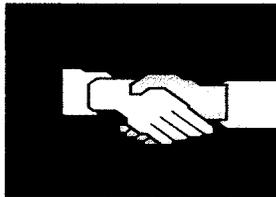


NEGOTIATED MULTI-UNIT AGREEMENT

*NAVAL STATION
NAVY PUBLIC WORKS CENTER
NAVAL SERVICE TRAINING COMMAND
NAVY DRUGSCREENING LABORATORY
PERSONNEL SUPPORT DETACHMENT NAVAL TRAINING CENTER*

and

*AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 2326*



GREAT LAKES, ILLINOIS

APPROVED BY DEPARTMENT OF DEFENSE

ON

22 July 2004

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PREAMBLE

Chapter 71 of Title 5 of the U.S. Code General Provisions 7101

(a) The Congress finds that-

(1) Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them-

(A) safeguards the public interest,

(B) contributes to the effective conduct of public business and

(C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment, and

(2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

This Agreement is made by and between the heads of the Naval Station (NAVSTA); Navy Public Works Center (NPWC); Naval Training Center (NTC); Personnel Support Detachment - Naval Training Center (PSD-NTC); and Navy Drug Screening Laboratory (NDSL), Great Lakes, (collectively and severally hereinafter referred to as the "Employer") and the American Federation of Government Employees (AFGE) Local 2326, hereinafter referred to as the "Union".

It is the intent and purpose of both the Union and the Employer to promote and improve the efficient administration of the Government and well-being and morale of the employees within the meaning of the Civil Service Reform Act of 1978 hereinafter referred to as the Statute and to establish means for constructive and cooperative relationships, the Employer and the Union agree to support, affirmatively and positively, the following major goals:

a. Allowing for and ensuring the participation by employees in formulating and implementing personnel policies and practices affecting conditions of their employment.

b. Safeguarding of employees' health and safety.

c. Developing and using employee skills.

d. Promoting work attendance.

e. Improving the utilization of time and materials.

f. Promoting the principles of Equal Employment Opportunity (EEO).

g. Improving and promoting the Labor-Management Relations in relationships dealings between the employees and the Employer in the conduct of public service.

h. Providing for practices to facilitate improved employee performance and efficiency.

i. Providing means for amicable discussions and adjustments of matters of mutual interest.

j. Promoting fair and reasonable working conditions.

k. Identifying the Union and Employer to this Agreement and defining their respective roles and responsibilities under this Agreement

l. Stating the policies, procedures and methods that will hereinafter govern working relationships between the Union and the Employer, and

m. Indicating the nature and subject matter of proper concern.

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

SECTION 1 The Employer recognizes the Union as the exclusive representative of all employees in the Units identified below and the Union acknowledges the responsibility of representing, without regard to Union membership, the interests of all such employees with respect to grievances, personnel policies and practices, and conditions of employment, subject to the provisions in this Agreement, the Statute, and pertinent regulations.

SECTION 2. The Units to which this Agreement applies are as follows:

<u>UNIT</u>	<u>COMPOSITION</u>
A	All non-professional Wage Grade (WG) and General Schedule (GS) employees of the Naval Station, Great Lakes, Illinois
B	All General Schedule employees of the Navy Public Works Center, Great Lakes, Illinois
C	All non-professional General Schedule (GS) and Wage Grade (WG) employees of the Naval Service Training Command, Great Lakes, Illinois
D	All employees of the Personnel Support Detachment - Naval Training Center (PSD-NTC), Great Lakes, Illinois
E	All nonprofessional and professional employees of the Department of the Navy, Navy Drug Screening Laboratory, Great Lakes, Illinois

Excluded from the above named Units are professional employees (except at Navy Drug Screening Laboratory), management officials,

confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors, as defined in the Statute.

ARTICLE 2

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, in existence at the time this Agreement is approved; and by subsequently published Agency policies and regulations required by law.

SECTION 2. Nothing in this Agreement shall affect the authority of any management official:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

b. In accordance with applicable laws---

(1) To hire, assign, direct, lay off, and retain employees in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

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

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

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

(b) Any other appropriate source; and

(4) To take whatever appropriate actions may be necessary to carry out the Agency mission during emergencies.

SECTION 3. Personnel policies, procedures and regulations shall be applied fairly and equitably insofar as they are within the Employer's discretion.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. Each employee has the right freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The right to assist the Union extends to participation in management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or appropriate authority.

SECTION 2. Nothing in this Agreement shall require an employee to become or to remain a member of the labor organization except pursuant to a voluntary, written authorization by an employee for the payment of dues through payroll deduction.

SECTION 3. If an employee is to be served with a warrant or subpoena, such matters will be handled as discreetly and privately as possible.

SECTION 4. Personnel policies, procedures and regulations shall be applied fairly and equitably insofar as they are within the Employer's discretion.

SECTION 5. The Employer has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if:

a. the employee reasonably believes the examination may result in disciplinary action against the employee, and

b. the employee requests representation.

c. Employees have the right to be told the reason for any discussion which constitutes an investigation or examination before the onset of the meeting.

SECTION 6. The Employer shall annually inform its employees of their rights.

SECTION 7. The employee has the right to be provided a copy of any working file if maintained by their supervisor upon request of the

employee, at no cost to the employee. The information shall be provided within a reasonable period of time.

SECTION 8. Employees will be treated with dignity and respect. Employees have the right to be treated in a courteous manner by the Employer and will in turn be courteous in their interaction with the Employer. Employees will be treated fair and equitably. All corrective and sensitive discussions with individuals will be conducted in a private office space.

SECTION 9. There will be no discrimination because of Union membership, race, color, religion, sex, national origin, age, disability status, marital status, political affiliation, veterans status, or sexual orientation.

SECTION 10. Any employee in the bargaining unit has the right to bring employment related matters of personal concern to the attention of appropriate management officials in accordance with the provisions of the Agreement and the law, and any employee in the Unit has the right to initiate and present grievances on official time under the provisions of this Agreement, and to be represented by the Union during and throughout the course of the negotiated grievance procedure. The employee in the Unit shall be protected in the exercise of this right, freely and without fear of penalty, reprisal, or retaliation.

SECTION 11. Employee participation in Unit sanctioned fund-raising campaigns, community social programs, savings bond campaigns and similar activities shall be on a strictly voluntary basis, and solely the decision of the individual employee.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

SECTION 1. The Union shall have the right and responsibility to represent the interests of all employees in the bargaining units, to present its views to the Employer either orally or in writing, on any matter or concern about conditions of employment; and to consult and be consulted with in respect to the formulation, development and implementation of personnel policies and practices and matters affecting conditions of employment, to dispute the interpretation or application of the agreement, law, rule, or regulations, to negotiate matters which are negotiable, and to fulfill its obligations to represent employees to the fullest extent permitted by law in accordance with the Statute.

SECTION 2. The Union shall have the opportunity to be present at any investigation of an employee by a representative of the Employer, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests the Union representation. Prior to convening, the Union representative will be informed of the reason for the meeting, by the employee. The employee and the Union representative will be given a reasonable amount of time to confer prior to any meeting. The Union has the right to speak during the interview when representing the employee.

SECTION 3. For the purpose of this Agreement, the Employer agrees to recognize the Union through the following officials:

President
Vice President
Chief Steward
Secretary
Treasurer
Stewards

SECTION 4. A written list by name of all Union officers and stewards will be furnished to each Employer by the Union. The Union further agrees to update this listing as changes occur.

SECTION 5. Stewards may be appointed by the Union as desired, however, no more than one (1) steward may be appointed for one (1)

to ninety-nine (99) bargaining unit employees in a Unit, (i.e., sixty (60) bargaining unit employees, one (1) steward, one hundred (100) bargaining unit employees, two (2) stewards) with the exception that if a Unit has various shifts, one (1) steward may be appointed on each shift.

SECTION 6. The Union has the exclusive right to name the Union representative who will represent the Union either for an individual employee or at a formal discussion.

SECTION 7. The Union has the right and shall be given the opportunity to be present at any formal discussions between one or more representatives of the Employer and one or more Unit employees or their representatives concerning a grievance/personnel policy or change to conditions of employment. The Union is the sole representative of employees in each of the Units for the presentation and processing of grievances under this negotiated grievance procedure. However, any employee or group of employees in the Unit may present such grievances to the Employer and have them adjusted, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at all formal discussions concerning the grievance.

SECTION 8. Nothing in this Article or Agreement shall be interpreted so as to limit the supervisor from meeting informally with an employee without the Union being given the opportunity to be present at such informal meetings. Examples of the purposes of such an informal meeting with an employee include, but are not limited to:

- (1) Cautioning employees;
- (2) Discussing work and the assignment of work with employees;
- (3) Discussing performance evaluations and appraisals with employees;
- (4) Discussing matters of personal concern to employees;
- (5) Delivering instructions to employee.

SECTION 9. The Employer agrees that there will be no restraint, interference, coercion, discrimination or retaliation against Union representatives because of performance of these duties.

SECTION 10. The Union agrees to notify the Employer in writing of any visits by its District or National Officials, or any representative of the AFGE who is not a member of AFGE Local 2326. Such notification will be given in advance whenever feasible.

SECTION 11. Before the Union files an Unfair Labor Practice, the Union will notify the Employer in writing of the Union's intent, and give the Employer an opportunity to resolve the issue.

ARTICLE 5

OFFICIAL TIME

SECTION 1. The Employer and the Union recognize that the judicious utilization of official time by employee representatives, as set out in this Agreement, in the conduct of labor relations activities, contributes to the effective and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between the Union and the Employer involving conditions of employment. For purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. Regular Days Off (RDOs) will not be considered workdays.

SECTION 2. Union officers and stewards may use official time for the following purposes:

- a. Negotiations, midterm and impact negotiations.
- b. Attendance at Labor-Management relations meetings.
- c. Preparation for and attendance at meetings and hearings on grievances, Merit Systems Protection Board (MSPB) appeals and formal EEO Complaints.
- d. Participation on committees where the Union has negotiated representation.
- e. Review and comment on changes to conditions of employment.
- f. Attendance at formal discussions as provided in 5 USC Section 7114 (a)(2)(A).
- g. Participation on A-76 studies in accordance with all regulations, instructions and guides.

SECTION 3. The Union agrees that time granted to Union representatives of employees during working hours will not be used for solicitation of membership or other activities concerned with internal management of the Union, such as collection of dues, membership meetings, campaigning for election to office. Employees will be allowed a reasonable amount of time in a duty status to prepare and

present grievances, MSPB appeals, EEO complaints, and to prepare for and participate if called as a witness in a hearing.

SECTION 4. The following procedures will be followed by Union officials, in requesting official time:

a. Union officials must complete and submit an Official Time Request Form in person to their supervisor or a person designated to act in their behalf. A copy of the request indicating approval or disapproval will be returned to the employee, upon submission.

b. The Union representative will coordinate with the supervisor of the employee requesting assistance prior to entering the employee's work site.

c. It must be understood that the mere submission of an Official Time Request Form does not confer authorization to leave the job prior to approval by a supervisor. If permission cannot be granted for the official time requested, the supervisor will inform the employee and reschedule the time within one (1) workday. Permission will not be denied unreasonable.

SECTION 5. It is understood by the Employer and the Union that a reasonable amount of official time (ten (10) minutes) will be allowed Union officials and representatives to accept/place official phone calls relating to matters such as negotiations, meetings with management officials, participation on committees, grievances/ appeals, FLRA proceedings, etc. If the Union official or representative is performing duties, which cannot be interrupted to accept an incoming call, the message will be promptly placed in a conspicuous place as agreed to by the appropriate supervisor and the Union official/steward. Supervisory permission is not required before accepting incoming phone calls. Supervisory permission is required before making outgoing phone calls. The total time spent on official (Union business) phone calls will be indicated on one Official Time Request Form (under Category "Other") and given to the supervisor at the end of each workday.

SECTION 6. The Union President will be granted three (3) hours of block time per day to conduct Union business. These three (3) hours will be the last three (3) hours of the President's normal tour of duty. Other official time will not normally be granted except to attend management-initiated meetings; to attend third party hearings, appeals and complaints; to immediately handle mutually recognized problems, which must be addressed by the Union President; and for

reasons specified in Sections 7 and 8 below. When requesting other official time during the work shift, the procedures in Section 4 will apply. It is understood that non-management incoming callers (either by phone or in person) during the work shift will be informed by the Union President that they must conduct business during the three (3) hour block time. In addition, the Secretary will be allowed three (3) hours of official time per pay period to prepare and deliver correspondence to the Employer and maintain files of current instructions received from the Employer. The Treasurer will be allowed twenty-four (24) hours of official time in a calendar year to prepare financial and other related reports required under 5 USC 7120(c).

SECTION 7. Official time will also be granted to the Union negotiating team for the purpose of preparing for and participating in contract negotiations. The amount and duration of this time will be subject to mutual agreement between the Employer and the Union prior to such formal negotiations.

SECTION 8 In addition to the official time provided for above, Union officers/stewards may request official time for the purpose of obtaining Union-sponsored training in labor relations. The aforementioned training must be of mutual benefit to the Employer and the Union officer or steward in their capacity as a Union official. A written request, together with the agenda of the proposed training, will be submitted at least ten (10) workdays in advance of the training by the Union President to the appropriate Unit Head. The Employer reserves the right to deny such excusal for valid reasons. Permission will not be withheld unreasonably. Any costs in connection with the training discussed in this section shall be the responsibility of the Union.

SECTION 9. It is agreed that activities concerned with the internal management of the Union and activities not specifically authorized by the terms of this agreement shall be performed only during non-duty hours. Examples of such activities include the solicitation of members, distribution of literature, hosting open houses, and campaigning for office in the labor organization. Non-duty hours include lunch periods.

SECTION 10. Union officials attending meetings for internal Union business may be granted annual leave or leave without pay. Permission will not be unreasonably denied.

SECTION 11. Union representatives will schedule their official time in advance, if possible, and provide an estimate of the length of time they expect to be gone from the worksite. The Union representative will adjust their use of official time to accommodate mission and customer needs whenever possible.

SECTION 12. Employees will be allowed a reasonable amount of official time in a duty status to prepare and present grievances, MSPB appeals, EEO complaints, and to prepare for and participate iff called as a witness in a MSPB/EEO hearing. Employees must follow the procedures in Section 4 above in requesting official time.

SECTION 13. Official time used in accordance with this agreement will be treated as any other approved absence in all personnel actions, including performance appraisals. Management is not authorized to evaluate a Union Representative's performance or make reference to labor-management activities in the employee's performance or in the employee's performance rating.

ARTICLE 6

ANNUAL LEAVE

SECTION 1. The use of annual leave is the right of the employee subject to the needs of the Employer. Employees will accrue annual leave in accordance with applicable laws and regulations. For the purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. RDOs will not be considered workdays.

SECTION 2. Leave requests, except in extenuating circumstances, will be submitted in advance. An Office of Personnel Management (OPM) Form 71, Request for Leave or Approved Absence, will be used to request leave. If the request is disapproved, the OPM Form 71 will be returned to the employee with a written statement of reasons for the disapproval within two (2) workdays of the submission of the OPM Form 71. In cases of annual leave for emergency reasons, employees will fill out the leave application upon return to duty.

SECTION 3. In the event of a conflict in requests for vacations or holiday period, annual leave which cannot be resolved by mutual agreement between the supervisor and the employees involved, seniority as defined in Article 28 will be the determining factor.

SECTION 4. As an exception to Section 3, when employees request vacation for the same periods each year, supervisors will, to the extent permissible within work schedules, rotate these periods among employees requesting the same period, beginning with the employee with the most seniority.

SECTION 5. In those departments, divisions, branches, etc., where maximum attendance is required during certain peak workloads or reporting periods, the Employer will determine the maximum number of employees who may be absent.

SECTION 6. If an employee is promoted or reassigned to a different organizational component for personal benefit, their leave will be re-scheduled as close as possible to the preferred dates. In no case, however, will such an employee be permitted to replace an employee whose dates have been established, regardless of seniority. Exceptions may be made by mutual consent of all concerned.

SECTION 7. Supervisors will assure that adequate planning is undertaken to provide scheduled vacation periods and to otherwise grant or direct the use of annual leave so as to prevent any unintended loss of annual leave at the end of the leave year.

SECTION 8. Scheduled leave periods are subject to change only by the following:

- a. Employees requests, and
- b. Cancellation in writing by the Employer to meet exigencies of the service.

SECTION 9. Unscheduled annual leave may be granted by the Employer subject to work schedules. Such requests should be made as far in advance as possible to allow proper scheduling. The Employer will notify the employee that their requested leave has been approved or disapproved within two (2) workdays of the submission of the OPM Form 71.

SECTION 10. Unplanned annual leave is leave requested by an employee to accommodate some unexpected need of sufficient gravity to require their leaving the job before the end of the shift or not reporting to work for an assigned shift. In such cases, the employee must contact their supervisor or someone designated to act for their supervisor, in person or by phone as soon as possible after the need is known, but not later than one (1) hour after the employee's normal tour of duty begins. All Unit employees assigned to successive shift operations and Naval Station Morale, Welfare and Recreation (MWR) Child Care Division Unit employees must contact their supervisor or someone designated to act for their supervisor, in person or by telephone, as soon as possible after the need is known, but not later than one (1) hour before the employee's normal tour of duty begins.

SECTION 11. The above call in timeframes may be waived when extenuating circumstances occur. The appropriate supervisor or the person designated to act in their absence will approve or disapprove the leave at the time of the call. If the approval/ disapproval is conditioned upon the employee providing documentation, this requirement will be set forth at the time of the call.

SECTION 12. Approved absence otherwise chargeable to sick leave may be charged to annual leave if requested by the employee.

ARTICLE 7

SICKLEAVE

SECTION 1. Sick leave shall be granted when an employee is incapacitated for duty by reason of illness, injury, pregnancy, and for medical, dental and optical examinations or treatment, or when exposed to a contagious disease as defined in 5 CFR. The Union recognizes the need to conserve sick leave for protection of employees' continuity of income during periods of incapacitation from duty. For the purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. RDOs will not be considered workdays.

SECTION 2. An OPM Form 71 will be used to request sick leave. Leave requests, except in extenuating circumstances, will be submitted in advance. In cases of sick leave for emergency reasons, employees will fill out the leave application upon return to duty.

SECTION 3. Requests for unplanned sick leave shall be made to the immediate supervisor or someone designated to act for them in their absence, as soon as possible, but not later than one (1) hour after the employee's normal tour of duty begins. All Unit employees assigned to successive shift operations and Naval Station MWR Child Care Division Unit employees requests for unplanned sick leave shall be made to the immediate supervisor or someone designated to act for them in their absence, as soon as possible, but not later than one (1) hour before the employee's normal tour of duty begins.

SECTION 4. The above call-in timeframes may be waived when extenuating circumstances occur. The request will ordinarily cover only the first day of absence. In the event the employee anticipates an absence of longer duration, they must notify their supervisor of the reasons for the extended absence. Otherwise, they must request sick leave each subsequent workday for three (3) consecutive workdays and every third workday thereafter until they return, unless specifically excused or the employee is incapacitated to the extent that they are unable to make contact.

SECTION 5. Medical Certificates justifying sick leave over four (4) consecutive workdays must be submitted to the employee's supervisor within three (3) consecutive workdays after return to duty. A signed statement from the employee indicating the nature of the illness may

be accepted in lieu of medical certification when the circumstances surrounding the employee's absence are explained and the services of a physician were not required.

SECTION 6. If a supervisor believes there may be an abuse of sick leave by the employee, the supervisor will discuss the issue with the employee. If the discussion indicates an abuse, the meeting will be considered a counseling session. If improvement is not shown, the employee may be issued a Letter of Requirement specifying that any use of sick leave, regardless of duration, must be supported by an acceptable medical certificate. An employee who is under a Letter of Requirement and returns to duty without the required medical certificate shall be charged Leave Without Pay (LWOP) and, after receipt of the medical certificate, this may be changed accordingly. If the employee does not bring in an acceptable medical certificate within three (3) workdays of their return to duty, the absence will be charged as Absence Without Leave (AWOL) and appropriate disciplinary action may be initiated. The requirement to support each sick leave absence with a doctor's statement will remain in effect until the abuse is corrected, but in any case, not more than six (6) months from the date of issuance. Such a requirement may be extended if still deemed necessary by the supervisor.

SECTION 7. Up to thirty (30) days sick leave may be advanced when warranted, at the discretion of the head of the Unit or official designated to approve such requests. Sick leave will not be advanced to an employee serving in a temporary appointment of one (1) year or less or serving in a probationary status. Requests for advance sick leave will be forwarded through management channels to the Unit Head or designated representative for approval/ disapproval. The request will be in writing, providing full justification. The employee's record of sick leave used and annual leave to their credit will be considerations in advancing sick leave.

SECTION 8. Employees returning to work after a sick leave absence of seven (7) or more consecutive workdays must provide their supervisor with a return to work release signed by their personal physician indicating that the employee can return to their job with no limitations or identifying any limitations required. Employees returning to duty from sickness or injury with temporary limitations placed on their work performance by their personal physician may be assigned to other work if available, within these limitations, at the discretion of the Employer.

SECTION 9. Employees who become ill during a period of annual leave may have the period of illness charged to sick leave, provided a request is made immediately upon return to duty and is substantiated in the same manner as any other request for sick leave.

SECTION 10. Current unit practices concerning the minimum increments in which sick leave may be charged will be continued.

ARTICLE 8

OTHER LEAVE PROVISIONS

SECTION 1. The leave system provides for leave without pay (LWOP) in addition to annual leave and sick leave. LWOP for the employee's needs may be granted upon an employee's request and the supervisor's approval. In general, any circumstances that would justify the approval of sick leave or annual leave for any period may justify the granting of LWOP. However, leave usage and balances will be a consideration. For purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. RDOs will not be considered workdays.

SECTION 2. Extended LWOP may be granted only when it is expected the employee will return to duty in the federal service. Requests for LWOP of more than thirty (30) calendar days will be forwarded through management channels to the Unit Head or designated representative for approval/ disapproval. An OPM Form 71 will be submitted with a memorandum providing full justification for the need for LWOP, if not covered on the OPM Form 71.

SECTION 3. Employees who volunteer as blood donors (either to blood banks or directly to individuals) may be excused from duty without charge to leave for the period of time necessary to accomplish this purpose. Under normal circumstances, it is expected that the time to donate blood will be about two (2) hours with the maximum time not exceeding four (4) hours.

SECTION 4. The Department of the Navy (DON) encourages all eligible employees to exercise their privilege and responsibility to vote in all elections. Necessary time to register and/or vote is provided without loss of pay and without charge to leave. Employees must request "voting leave" at least one (1) workday in advance of the election. Excused absence may be granted to permit an employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever involves less time away from work. For example, if polls are open 6:30 a.m. to 6:30 p.m., an employee with duty hours of 9:00 a.m. to 5:30 p.m. may report to work at 9:30 a.m. The thirty (30) minutes of excused absence would permit the employee to report to work three (3) hours after the polls open.

SECTION 5. Employees are entitled to paid time off without charge to leave for service as a juror (an employee who is summoned to serve as a juror in a judicial proceeding is entitled to court leave) or witness (an employee who is summoned as a witness in judicial proceedings in which the Federal, state or local government is a party is entitled to court leave). Employees must complete an OPM Form 71, Request for Leave, and provide documentation to their supervisor that they must serve as a juror or witness. Employees who are summoned as witnesses in an official capacity on behalf of the Federal government are on official duty, not court leave. Employees must reimburse their Unit for fees paid for service as a juror or witness. However, monies paid to jurors or witnesses that are in the nature of expenses (i.e., transportation) do not have to be reimbursed to the Unit.

SECTION 6. Career or career-conditional employees who are members of National Guard or Reserve components of the Armed Forces shall be granted military leave without loss of pay or charge to leave upon presentation of competent orders in accordance with current regulations.

SECTION 7. Employees should request military leave as soon as possible after receiving orders. A copy of the orders should be submitted to the immediate supervisor. Within five (5) workdays after return from military leave, the employee should submit a certified copy of orders indicating completion of duty.

SECTION 8. An employee who is interviewed for a civil service position will be excused from duty without charge to leave and without loss of pay, if the position the employee is interviewing for is within five (5) miles of the main gate of the Naval Station, Great Lakes, Illinois.

SECTION 9. An employee may be excused from duty without charge to leave and without loss of pay to attend a conference or convention when it is determined that attendance will serve the best interests of the federal service.

SECTION 10. AWOL is a disapproved temporary absence from duty in a non-pay status only when:

- a. An employee is absent from duty without prior approval.
- b. Subsequent explanation of the absence is not acceptable to the employer.

c. Excessive AWOL may lead to disciplinary action.

SECTION 11. Tardiness is absence from duty after the beginning of the employee's scheduled work shift. A supervisor may excuse brief absences without charge to leave when reasons appear to be adequate to the supervisor.

ARTICLE 9

HOURS OF WORK

SECTION 1. The administrative workweek will begin on Sunday at 0001 and end the following Saturday at 2400. Whenever practicable, the basic forty (40) hour workweek may be scheduled on five (5) days, Monday through Friday, and the two (2) days outside the basic workweek may be consecutive. Except in unusual circumstances, the working hours in each day in the basic workweek will be the same.

SECTION 2. Normally during each eight (8) hour shift, employees will be allowed a specified period of time off to eat lunch. A lunch period is non-work time for which neither basic or overtime compensation is payable. When a lunch period is set aside, the length of the shift or workday will be extended by the length of the non-work period. To avoid overlapping shifts, or where constant attention or availability is required, the Employer may establish work shifts without a lunch period. Under such circumstances, the employee will be permitted to eat during their work shift. Except where it is determined that the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the days and shift hours of an employee's basic workweek shall not normally be changed without a notice to the employee of at least three (3) work days (which will be the workdays of the employee), except that shift hours may be changed for participation in grievance appeals, official hearings, training, medical examinations, and similar situations where it is impractical or undesirable to conduct the hearings, training, examinations or investigations during the employee's normal tour of duty.

SECTION 3. The use of alternative work schedules and timekeeping procedures will be in accordance with current Unit instructions.

SECTION 4. The Employer agrees to notify the Union whenever a change is contemplated in an established basic workweek or tour of duty for the majority of employees in any Unit of exclusive recognition.

ARTICLE 10

HOLIDAYS

SECTION 1. An employee shall be entitled to all holiday benefits as prescribed by Federal law, regulations or Executive Order.

ARTICLE 11

OVERTIME/COMPENSATORY TIME

SECTION 1. Scheduling of overtime work/compensatory time (including the nature of work; the need for special skills, the priority of productive or support effort; and the number of employees which will be required to work) is solely a function of the Employer. The right to order overtime is the vested right of the Employer. Supervisors will select employees for overtime work consistent with job requirements. First consideration for overtime shall be given to those employees who are currently assigned to the job. The personal preference and health conditions of employees to work or not work overtime will be considered. In assigning overtime work, the supervisor will take into consideration the special requirements of the job to be performed. If the above provisions do not result in the availability of adequate personnel for overtime work or it results in an excess number, overtime work will be rotated equitably among qualified employees in the organizational segment concerned. Except in the case of emergency, employees assigned to overtime work shall be given reasonable advance notice.

SECTION 2. In accordance with 5 CFR 550, irregular or occasional overtime work performed by an employee on a day when work was not scheduled for them, or for which they are required to return to their place of employment, is deemed at least two (2) hours in duration for the purpose of premium pay.

SECTION 3. Employees who are notified to work overtime on the same day will be given an opportunity to place one (1) phone call.

SECTION 4. A fifteen (15) minute break will be granted to employees working more than two (2) hours overtime after their normal shift. The timing of this break will be at the discretion of the supervisor, normally after the first hour of overtime work.

SECTION 5. When a second or third shift employee is scheduled for mandatory physicals by the Employer at times other than their normal shift, they will be paid overtime for as long as needed to complete the physical if the employee's shift cannot be adjusted to allow the employee to have the physical scheduled during normal duty time.

ARTICLE 12

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to continue to support the policy set forth in statutes and appropriate regulations to provide equal opportunity in employment for all persons; to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, or disability status and to promote the full realization of equal employment.

SECTION 2. To facilitate the Union's participation in the EEO program, the Union may designate one (1) representative to serve on the EEO Committee in those Units where such a committee is established.

SECTION 3. The Employer agrees to provide the Union with a copy of the Units Affirmative Employment Plan upon receipt of the Union's written request.

SECTION 4. The Employer agrees to offer reasonable accommodation to the known physical or mental limitations of qualified individuals with a disability, regardless of type of appointment, unless the agency can demonstrate that the requested accommodation would impose an undue hardship on the operation. The Union and the Employer recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, existing limitations, the work environment, and any undue hardship imposed on the operation. The Employer agrees to make reasonable accommodations through such means as job redesign or physical plant changes in order to accommodate the special needs of employees with documented disabilities. Qualified employees with disabilities must request specific work-related accommodations and provide medical documentation to support the request.

ARTICLE 13

EMPLOYEE DEVELOPMENT

SECTION 1. It is agreed that the development of employee skills and knowledge is the shared responsibility of the Union, Employer and the employee. To this end, the Employer will make training means available and the employee must be willing to provide the personal dedication necessary for the success of this training effort.

SECTION 2. It is agreed that the following principles will be observed:

a. The Employer will publicize the availability of appropriate educational opportunities of all types.

b. Within budget limitations and in accordance with current directives, the Employer may pay for the cost of training deemed pertinent by the Employer.

c. The Employer will give due consideration to all successfully completed training and self-development efforts in making selections for promotion.

d. The Union agrees to assist the Employer in fostering a climate for encouragement of self-development.

e. Employees in formalized training programs will receive written copies of the training plan. This plan will be in accordance with the guidelines set forth for the specific program.

f. Upon specific request, the Union will be given access to the training plan(s), where maintained for Unit employees.

g. Except for off-hours training provided for in individual training agreements, employees attending training during their duty hours shall not suffer loss of regular pay or charge to their leave, in accordance with 5 CFR 410.

h. The Employer may change an employee's work days and/or work hours to accommodate attendance at required training.

i. Employees may be counseled on training and development that is job related.

j. The Employer agrees that the nomination and selection of employees to participate in training programs and courses shall be nondiscriminatory and made without regard to race, color, religion, sex, national origin, age or disability status.

k. Employees will be notified prior to the start of a course of their selection or non-selection.

SECTION 3. Employees will provide the Employer with documentation of successful completion of training.

ARTICLE 14

PERFORMANCE EVALUATION

SECTION 1. The Employer and the Union recognize that the Statute contains the legal requirement that agencies within the Federal government establish and use a performance rating system applicable to all employees. The objectives of such a performance evaluation and rating system will be:

- a. to improve individual performance;
- b. to correct individual work deficiencies;
- c. to establish performance standards and keep employees apprised of their performance in relation to these standards;
- d. to recognize the merits of employees and their contributions to efficiency and economy;
- e. to use the results of performance ratings as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees.

SECTION 2. In consideration of the objectives cited above, the Employer and the Union recognize that performance evaluation and rating is an important and indispensable supervisory responsibility, and that it requires continuing appraisal to keep employees informed of noteworthy improvements, what is expected of them, any aspects of performance that need improvement, and what type of performance is acceptable. Supervisors may keep personal notes as memory aids regarding individual performance, but will not disseminate or circulate them to any person or organization. They will be retained or discarded at the supervisor's discretion and the employee will exercise no control over them. Such records are not considered agency records within the meaning of the Privacy Act of 1974.

SECTION 3. The Employer agrees to rate all employees annually in accordance with applicable laws and regulations and Unit instructions. Awards will be distributed in accordance with Unit instructions.

SECTION 4. The annual performance rating discussion will be accomplished with the employee in private. The employee will be

given a copy of their evaluation at the conclusion of the discussion. The supervisor's appraisal will be based on a thorough knowledge of performance, the conditions under which the work is performed, and on continuous observation and evaluation of the employee's actions and results achieved. The employee has the right to freely express their views and at the time of the annual performance rating may enter written comments on the reverse side of the rating form or an additional sheet. Upon conclusion of the rating discussion, the employee should sign the form to indicate the rating was discussed. Signing does not indicate agreement with the rating. The signing of the form by the employee is encouraged but is not mandatory. In addition to the annual rating, supervisors should hold at least one progress review to discuss performance at about the halfway point in each appraisal period. It is expected that other informal performance discussions will take place between the supervisor and the employee. They should be frequent enough to assure mutual understanding of changing job requirements, and any problem the employee is encountering in performing the work. However, if the supervisor does not raise a subject and specifically outline the problem with the employee's performance, that particular subject cannot be used later to justify the employee's performance rating.

SECTION 5. An employee may be rated Unacceptable only after ninety (90) calendar days prior warning in writing and a reasonable opportunity to demonstrate satisfactory performance, through a Performance Improvement Plan (PIP). A performance rating warning will expire:

- a. At the end of the 90-day period if not promptly renewed or if not used in preparing an "unacceptable" rating;
- b. Upon the assignment of an acceptable rating;
- c. Upon any change that clearly makes the warning inapplicable, such as a change to a position in another line of work, transfer or separation.

SECTION 6. It is understood that the identification of the Critical Elements of any position as well as the contents of performance standards are reserved management responsibilities. While the establishment of Critical Elements or performance standards per se is not appealable or grievable, the application of the elements and standards to individual employees may be grieved.

SECTION 7. The Employer shall provide training for employees and the Union representatives on any new performance appraisal system.

ARTICLE 15

POSITION CLASSIFICATION

SECTION 1. The Employer acknowledges the responsibility to maintain a position classification program in accordance with rules and regulations set down by appropriate authority. For the purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. RDOs will not be considered workdays.

SECTION 2. All positions will be classified by comparison with OPM and/or DON position classification standards, which are available to the employee for review upon request.

SECTION 3. The duties and responsibilities of each position, as documented in the position description, are determined by the Employer. Position descriptions describe the major duties and responsibilities performed at the Employer's direction. Any employee who feels their position description is improperly written or graded may consult with the supervisor for clarification. Should this fail to resolve the employee's concerns, they may file a classification appeal if the title, grade or series is in question. A copy of the OPM/Department of Defense (DOD) classification appeals procedures will be furnished to the employee upon request.

SECTION 4. Position Review. The Employer agrees that all job descriptions will be reviewed on an annual basis to ensure that they are properly described and classified. It is agreed that supervisors will notify subordinate employees of the annual position review and of their right to review the job descriptions and comment on their accuracy.

SECTION 5. Employees shall be given a legible copy of their position description upon request within three (3) work days.

ARTICLE 16

DETAILS

SECTION 1. Both the Employer and the Union recognize the Employer's right to assign work and personnel. The Union recognizes that the Employer may temporarily detail employees to work other than that within their current position description.

SECTION 2. Details of thirty (30) calendar days or less may be made orally. Details in excess of thirty (30) calendar days will be initiated on a Request for Personnel Action, SF-52, and maintained as a permanent record in the Official Personnel Folder (OPF). Employees will receive a copy of the detail (SF-52) and position description or a written set of duties to which the employee is detailed for more than thirty (30) days.

SECTION 3. Details should be used only to meet temporary needs of the Unit work program when necessary service cannot be met by other means. Details may be made under circumstances such as:

a. To meet emergencies occasioned by abnormal workload, special projects or studies, change in mission or organization, or unanticipated absences.

b. Pending official assignment, pending description and classification of a new position, pending security clearance, and for training purposes (particularly where such training is part of established promotional or developmental programs).

SECTION 4. Details will not be used to "try out" an employee for potential promotion when this can be construed as pre-selection. A detail will not be used to qualify an otherwise ineligible employee for promotion.

SECTION 5. An employee may request to be detailed to a work area desired by that employee. The Employer shall give full consideration to such requests.

SECTION 6. Details will be rotated among employees to the maximum extent feasible consistent with employees' qualifications, capabilities, and desires.

ARTICLE 17

REASSIGNMENTS

SECTION 1. The Employer retains the right, consistent with applicable laws and regulations, to reassign employees.

SECTION 2. If an employee cannot perform satisfactorily in their position, the Employer shall consider reassigning the employee to another position in which satisfactory performance appears likely prior to initiation of adverse action, provided such a position exists and provided the problem is not disciplinary in nature.

SECTION 3. Employee requested reassignments will be given consideration.

SECTION 4. The Employer will notify the employee of the reassignment either verbally or in writing and document the reassignment by initiating an SF-50 Notification of Personnel Action.

ARTICLE 18

MERIT PROMOTION

SECTION 1. Except as provided below, the merit promotion program for positions within the Unit will be carried out in accordance with the policies and procedures set forth by the servicing Human Resources Office (HRO). It is understood that any changes to the aforementioned Merit Promotion Plan will be consistent with terms of the Negotiated Agreement.

SECTION 2. Minimum qualification requirements for all vacancies will be those issued by OPM for the job series or job family. Qualification determinations, in whole or in part, will not be based on personal knowledge of applicants. Upon request, the Employer may provide instructions to the employee in completing their resume.

SECTION 3. The minimum area of consideration for filling Unit positions may be that Unit.

SECTION 4. Employees who are referred to the selecting official and not selected will receive a notice of their non-selection and the name of the employee selected.

SECTION 5. Normally, promotions to vacant positions will be effective at the beginning of a pay period. For pay purposes, an employee's promotion will not be delayed beyond the beginning of the second pay period after selection. In the event that the employee who was selected for the position declines, then the selecting official may consider the remaining candidates.

SECTION 6. When an employee is temporarily promoted to a classified higher-graded position in the Unit, and it is anticipated that such a promotion will last more than thirty (30) but less than one-hundred and twenty (120) calendar days, such promotion may be made non-competitively. Temporary promotions up to 120 calendar days may be rotated among qualified employees. The employee selected must meet the qualification requirements. Temporary promotions to classified higher positions intended to last beyond 120 calendar days may be filled by temporary promotion through the use of competitive selection procedures.

ARTICLE 19

COMMERCIAL ACTIVITIES STUDIES

SECTION 1. The Employer will comply with all regulations, instructions, and guides as they relate to A-76.

ARTICLE 20

REDUCTION IN FORCE

SECTION 1. For the purpose of this Article, a reduction in force (RIF) occurs when an employee is released from their competitive level by separation, demotion, furlough for more than thirty (30) calendar days, or reassignment requiring displacement of another employee when lack of funds, insufficient personnel ceiling, reorganization, reclassification due to erosion in duties (when such action will take effect after the Employer, has formally announced a RIF in an employee's competitive area and when the RIF will take effect within one-hundred and eighty (180) calendar days), or the need to place a person exercising reemployment or restoration rights.

SECTION 2. The Employer agrees to notify the Union of the necessity for a RIF as far in advance as practicable and the reasons therefore. Such notification will be in writing prior to any notification to affected Unit employees. The written notification shall include the following information:

- a. The reason for the RIF,
- b. The numbers, types and grades of Unit employees to be affected, and
- c. The proposed effective date of the action.

SECTION 3. Upon receipt of written notification by the Employer of the anticipated RIF, the Union may request negotiations concerning the procedures for implementation and impact of the anticipated RIF. In no case, however, will such implementation/impact bargaining delay the effective date of the RIF.

SECTION 4. To eliminate or minimize the adverse effect upon Unit employees in a RIF situation, the Employer shall consider other alternatives in strict compliance with applicable laws and regulations.

SECTION 5. The Employer agrees to consider restricting to the extent possible recruitment and promotions, meeting ceiling limitations through normal attrition and reassignment of surplus employees to vacant positions for which they are qualified.

SECTION 6. The Employer shall provide a written RIF notice and one (1) copy to each affected employee in accordance with 5 CFR 351.

SECTION 7. The Employer will consider a waiver of qualifications to a vacant position by an adversely affected employee, provided that the command determines that the employee could perform the duties of such positions without undue interruption in accordance with applicable provisions of 5 CFR 351.

SECTION 8. The Employer agrees to authorize travel and transportation expenses set forth in the Joint Travel Regulations (JTR), Volume II, for Unit employees placed in positions outside the commuting area of their current position as a result of a RIF or transfer of function.

SECTION 9. The Employer recognizes its responsibility to provide employees affected by RIF with counseling as to their placement rights, both during the RIF and subsequently for all employees affected by demotion or separation. Employees affected by RIF will be fully counseled in regard to their rights under existing statutes, regulations and placement programs.

SECTION 10. In accordance with the applicable rules and regulations, it is mutually understood that any career or career-conditional employee who is separated because of RIF will be placed on such priority placement listing as they are eligible for and for which they enroll.

ARTICLE 21

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employer agrees to continue the established Civilian Employee Assistance Program (CEAP) and to cooperate with the Union in making these services available to employees. The primary objective of the program is to help and rehabilitate employees. The Employer recognizes that employees can be beset with serious personal problems which may affect job performance, for which the Employer can provide referral to appropriate helping agencies in the community.

SECTION 2. Annual/sick leave or LWOP may be granted for the purpose of treatment or rehabilitation, as with any other illness.

SECTION 3. The confidential nature of medical and counseling records of employees with serious personal problems will be properly safeguarded.

SECTION 4. Employees who recognize that they may have a serious personal problem are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the individual(s) designated to provide such services.

SECTION 5. Employees whose conduct or job performance appears to be impaired as a possible consequence of a serious personal problem will be given an opportunity to obtain counseling assistance. The Employer may refer an employee to a designated counseling facility. Employees may voluntarily seek assistance from their supervisor, their servicing HRO, a Union official, or other appropriate recognized counseling facility.

SECTION 6. While each case must be considered on its own facts and merits, disciplinary action may be warranted for acts arising out of the basic incident, such as assault on an employee, damage to personal or government property, leave abuse, etc.

SECTION 7. The Employer agrees to provide appropriate publicity for the program to keep employees informed as to their rights and benefits, and to confer with the Union prior to making any changes to this program.

ARTICLE 22

COMMUNICATIONS

SECTION 1. BULLETIN BOARD SPACE. The Union will be granted adequate space on unofficial bulletin boards for its exclusive use in areas where members of the Unit work. Both the Employer and the Union will mutually agree upon the size, number and location of such bulletin boards. The Union will be responsible for posting and removing material on its bulletin board areas and for maintaining such areas in an orderly condition.

SECTION 2. POSTING OF BULLETIN BOARDS. The Union may post Union literature, correspondence, notices, etc., as well as official publications of the National Office of AFGE. The Union agrees that such literature will not be posted if it contains items relating to partisan political matters or material of a libelous or scurrilous nature. A listing of Union officers and stewards may be posted on bulletin boards.

SECTION 3. COPIES OF AGREEMENT. The Employer agrees to provide each employee in each Unit a copy of this new Agreement and any supplement(s) thereto, plus an additional fifty (50) copies of this new agreement to the Union. In addition, the Union President will be provided one (1) computer disk of this new agreement. All new employees who are members of a Unit will receive a copy of this Agreement and any supplement(s) thereto during appointment processing by the HRO.

SECTION 4. The Employer will furnish, upon written request from the Union, a listing of names, position titles, grades and work location of all employees in the Bargaining Unit(s).

SECTION 5. The Employer agrees to provide the Union a monthly list of new Unit employees, including the employee's name, Unit, and building number.

SECTION 6. The Employer shall promptly notify employees who receive emergency telephone calls and/or messages.

SECTION 7. The Employer agrees to accept articles for publication in established in-house publications on a space-available basis limited to notices of meetings, appointment of Officers and other items, subject to review and editing/disapproval by the Employer. The Union President will be provided a copy of the edited article prior to publication for final agreement.

SECTION 8. It is agreed that proposed changes in conditions of employment (including new or revised Unit instructions) that contain negotiable provisions affecting bargaining unit employees, shall be accomplished by presenting a draft of the proposed changes to the Union and permitting the Union a sufficient time (not more than fifteen (15) workdays from receipt) for study and submission of written proposals. The Union agrees that should it fail to submit proposals within the prescribed time, or request an extension to the prescribed time, the Employer may then implement the proposed changes or new instructions without the obligation to negotiate. The Employer agrees to provide the Union with signed and dated instructions that have been negotiated.

SECTION 9. The Employer, via the HRO, shall submit to the Union President all impact and implementation bargaining correspondence. The Union President will sign and date receipt of the correspondence and provide the receipt to the HRO. The Union President shall also submit all impact and implementation bargaining correspondence to the HRO.

ARTICLE 23

HEALTH AND SAFETY

SECTION 1. The Employer will make a continuing effort through formal and informal safety inspections to eliminate or correct safety hazards and provide a safe and healthful place to work in accordance with applicable provisions of the Occupational and Safety Health Administration (OSHA) regulations.

SECTION 2. In activities having a Safety Committee, the Union may name one (1) member to serve on that committee. Where meeting minutes are prepared, a copy will be provided the Union committee member.

SECTION 3. Employees are encouraged to identify and report safety hazards through their supervisor, Safety Committees, and the Navy Occupational Safety and Health (NAVOSH) employee reporting procedures.

SECTION 4. The Employer and the Union agree that employees must observe safety regulations and practices, wear required protective clothing and/or devices, and that flagrant disregard for such safety requirements may be cause for disciplinary action.

SECTION 5. The Employer agrees to continue an Occupational Health Program consisting of:

- a. Periodic physical exams for select occupations as stipulated in higher-echelon regulations;
- b. Emergency treatment for job-related injuries and illnesses;
- c. Competency for Duty examinations as deemed necessary in individual circumstances. Such examinations will be consistent with the provisions of 5 CFR 339.

ARTICLE 24

INJURY COMPENSATION

SECTION 1. The Employer agrees to process claims for Injury Compensation in accordance with rules issued by the Office of Workers' Compensation Program (OWCP), in accordance with the Federal Employees Compensation Act (FECA).

SECTION 2. Emergency treatment in cases of work related injuries will normally take place in Government medical facilities. The employee has the option of treatment at the Government facilities or electing one (1) private physician to continue treatment. An injured employee is responsible for notifying their supervisor of their injury and their status on a regular basis, and completing the appropriate paperwork. Compensation benefits are not granted automatically, but must be applied for by the employee.

ARTICLE 25

DUES WITHHOLDING AGREEMENT

SECTION 1. GENERAL. This Agreement is based on exclusive recognition granted to the Union under the provisions of applicable laws and regulations and covers all eligible employees in the applicable Bargaining Units: (1) who are represented under this recognition; (2) who are members in good standing in the Union; (3) who voluntarily complete or have previously completed a Request for Payroll Deductions for Labor Organization dues, SF-1187, or a reasonable facsimile; and (4) who receive compensation sufficient to cover the total amount of the allotment. The Employer and the Union agree that the provisions of the Agreement are subject to, and will be governed by, applicable laws, rules and regulations, and will be mutually modified by any future amendments thereto.

SECTION 2. LABOR ORGANIZATION RESPONSIBILITIES. The Union agrees to assume the responsibility for:

a. Informing and educating its members on the voluntary nature of the system for the allotment of labor organization dues, including the conditions under which the allotment may be revoked;

b. Distributing to its members the most current SF-1187, or a reasonable facsimile;

c. Notifying the Employer in writing of:

(1) The names and titles of officials authorized to make the necessary certification of the SF-1187 in accordance with this Agreement;

(2) The name of any employee who has been expelled or ceases to be a member in good standing in the Union;

(3) Forwarding properly executed and certified SF-1187's to the servicing HRO; and

(4) Promptly forwarding an employee's revocation in duplicate (Cancellation of Payroll Deductions for Labor Organization Dues, SF-1188) to the HRO, if submitted to the Union.

d. Notifying the payroll office (Defense Finance and Accounting Service (DFAS)) of:

(1) The name, title and address of the allottee to which remittances should be sent;

(2) Any changes in the amount of membership dues.

SECTION 3. MANAGEMENT RESPONSIBILITIES. The Employer agrees that it is responsible for:

a. Transmitting and processing all the forms and information which are received from the Union and are necessary to implement the voluntary allotment of dues in accordance with this Agreement;

b. Notifying the Union when an employee is not eligible for initiating an allotment because they are not included in the Unit to which this Agreement is applicable. (To facilitate this requirement, all SF-1187's will be submitted by the employee to HRO via the Union.

c. Having dues withheld on a biweekly basis;

d. Notifying the Union of an employee's death.

SECTION 4. JOINT STIPULATIONS. The Employer and the Union agree that the amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once (1) each calendar year. However total dues amounts may be changed during the calendar year if an employee requests additional Union benefits.

SECTION 5. EFFECTIVE DATES FOR ACTION UNDER THIS AGREEMENT. The effective dates for actions under this agreement are as follows:

a. STARTING DUES WITHHOLDINGS. At the beginning of the first pay period after the date of receipt by the Employer of the properly executed and certified original SF-1187.

b. REVOCATION BY EMPLOYEES. An employee may revoke their allotment authorization by completing a SF-1188 and submitting it to the HRO. An employee may revoke their allotment authorization only once (1) each year on their personal anniversary date, i.e., the effective date of their original authorization. The SF-1188 will only be accepted by the Employer during the thirty (30) day period just prior to the employee's personal anniversary date and will be effective at the end of the first (1) full pay period following the employee's personal anniversary date. A dated copy of the SF-1188

will be sent to the Union President by the HRO.

c. TERMINATION DUE TO LOSS OF MEMBERSHIP IN GOOD STANDING. Beginning the first (1) pay period after date of receipt of written notification in the Employer's payroll office.

d. TERMINATION DUE TO MOVEMENT OUTSIDE OF THE UNIT(S) COVERED BY THE AGREEMENT. As an exception to Section 5(c) above, the employee must complete an SF-1188 and submit it to the HRO in order to stop their union dues.

ARTICLE 26

USE OF OFFICIAL FACILITIES

SECTION 1. The Employer agrees to allow the use of Employer-designated space for the Union meetings on an individual case basis, subject to availability of space and building security requirements. The Union shall request the use of such space in writing at least one (1) week in advance, indicating the space desired and the date and time frame. Such requests must be addressed to the Head of the Unit responsible for the building in question. Union meetings must be scheduled for a time outside of the usual working hours of the majority of employees in the building.

SECTION 2. The Employer agrees to continue to provide adequate office space of a private character, which can be secured for the central operation of the Union. The Union will have access to this space after hours depending on the Naval Station, Great Lakes, Illinois base security restrictions.

SECTION 3. When a Union official/steward is on official business, they will be given access to a telephone in the area where the business is being conducted (for local calls only) upon request.

SECTION 4. The Union may have installed such commercial service as is desired for on-station calls at its own expense, subject to Base regulations governing telephone installation. All installation and usage charges will be paid by the Union. The cost of installation or moving any phones after initial installation subsequent to the approval of this Agreement will be borne by the Party requesting the relocation.

SECTION 5. The Union may utilize the guard mail service to facilitate the exchange of correspondence related to labor relations matters. The Post Office/Postal Transportation will provide the Union with external/internal mail delivery. The cost of sending mail through the U. S. Postal Service will be borne by the Union.

SECTION 6. The Employer agrees to list the name of the Local President in the Base Telephone Directory with the phone number of the Union Office.

SECTION 7. The cost of future relocations of Union Office space will be borne by the Party initiating the request/requirement for the move.

This includes the movement of the copier (de-install, moving, re-install, plus costs of preventive maintenance) due to the move.

ARTICLE 27

DIVERSIFIED PROVISIONS

SECTION 1. The Employer agrees to consider recommendations of the Union regarding the adequacy of, or the need for, space in or nearby the Unit for the use of employees during lunch periods.

SECTION 2. The Beneficial Suggestion and Incentive Awards Programs are designed to encourage employees to submit their ideas to improve operations and to contribute their maximum capability to the accomplishment of the individual Unit mission. All management officials and supervisors will endorse and enthusiastically support these programs. Employees may be eligible to receive awards for their constructive suggestions, inventions and special achievements.

SECTION 3. The Employer agrees to make retirement counseling available.

SECTION 4. When special attire or a uniform is not required, it is agreed that no formal dress code will be initiated unless the Union is notified and afforded an opportunity to meet and confer.

SECTION 5. Notices or letters of personal nature, such as letters of warning or reprimand and indebtedness notices, will be treated as confidential and not be shown or made known to anyone other than the employee and persons with a need to know.

SECTION 6. It is agreed that where locker space is currently provided, such practice will continue.

SECTION 7. An employee may contact their servicing HRO to request and to review their OPF upon supervisory approval.

SECTION 8. All Memorandums of Understanding (MOUs) are hereby rescinded with the effective date of this Negotiated Agreement. If there are new negotiated MOUs, each MOU will be consecutively numbered and dated by calendar year. The Employer will make distribution of all such new MOUs to the Union and to all bargaining unit employees. The MOUs will carry the same authority as this Negotiated Agreement.

ARTICLE 28

SENIORITY

SECTION 1. Whenever used in the Agreement and wherever not in conflict with existing law or directives of higher authority, seniority shall be defined as total creditable Federal service reflected in the employee's service computation date, which is recorded in Item 6 on the Notification of Personnel Action, SF-50.

ARTICLE 29

TRAVEL

SECTION 1. The Employer will, to the maximum extent practicable, schedule the travel of an employee within the regularly scheduled workweek of the employee, i.e., during regular working hours. The Employer agrees to provide employees advance notice of all official travel assignments to the maximum extent possible.

SECTION 2. If travel is performed outside of an employee's regularly scheduled work hours, the employee will be paid in accordance with applicable regulations.

ARTICLE 30

DISCIPLINARY AND ADVERSE ACTION

SECTION 1. Disciplinary actions and adverse actions shall only be taken for just and sufficient cause. Disciplinary actions and adverse actions taken by the Employer will be in accordance with procedures specified in current regulations and this Agreement. For the purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. RDOs will not be considered workdays.

SECTION 2. An employee has the right to be represented by the Union during any examination by a supervisor or management official in connection with an investigation, if the employee reasonably believes that the examination might result in disciplinary action against the employee and the employee requests Union representation. The employee will be allowed up to three (3) workdays to obtain such representation. If the employee is unable to obtain Union representation within three (3) workdays, the employee must notify their supervisor of the date and time when the Union representative will be available.

SECTION 3. Under normal circumstances, the Employer agrees to informally discuss with the employee and their Union representative the basis for any proposed disciplinary/ adverse action prior to its being reduced to writing. The Employer will carefully consider the employee's and the representative's view.

SECTION 4. When the basis for potential disciplinary action is a complaint or information against an employee by a person other than someone in the chain of command over the employee and the matter was not observed, or is not otherwise verifiable by the employee's supervisor, such complaints will normally be obtained in writing and signed by the complainant. However, the absence of a signed complaint is not to be construed as a prohibition against the Employer's right to investigate oral complaints or information and to take appropriate action, consistent with the regulations or policies pertinent to such action.

SECTION 5. In all disciplinary and adverse actions, the employee will be furnished an extra copy of any notice of proposed action or notice of decision. The information upon which the Employer relied to propose the action will be furnished to the employee or their designated

representative upon written request. The information will be supplied within two (2) workdays of the request.

SECTION 6. Formal disciplinary actions (suspensions of fourteen (14) calendar days or less and Letters of Reprimand) and adverse actions (removals, suspensions of more than fourteen (14) calendar days, reduction in grade or pay, or furlough for thirty (30) calendar days or less) which are grieved will be processed under the negotiated grievance/ arbitration procedures of the Agreement, beginning with the step of the grievance/arbitration procedure immediately above the official who took the action. Informal disciplinary actions are not grievable.

SECTION 7. Appeals of adverse actions will be processed either under the negotiated grievance/arbitration procedures of this Agreement or through appeal to the MSPB, but not both.

SECTION 8. If a disciplinary or adverse action, which has been effected, is subsequently completely reversed on appeal, the Employer will ensure that all evidence of the erroneous action is removed from the employee's OPF and any supervisory working files.

ARTICLE 31

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of employee, Union or Employer grievances. For purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. RDOs will not be considered workdays.

SECTION 2. A grievance means any complaint:

a. By any employee(s) concerning any matter relating to the employment of the employee(s) in the Bargaining Unit; or

b. By the Union concerning any matter relating to the employment of any employee(s) in the Bargaining Unit; or

c. By any employee(s), the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach, of this Agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

d. Except that this Article shall not apply with respect to a grievance concerning:

(1) Any claimed violation relating to prohibited political activities; or

(2) Retirement, life insurance, or health insurance; or

(3) A suspension or removal in the interest of national security (5 USC 7532); or

(4) Any examination, certification or appointment; or

(5) The classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) The termination of probationary employees and trial-period employees; or

(7) Appeals of RIF actions; or

(8) Within-grade increase denials; or

(9) EEO complaints involving an allegation of discrimination; or

(10) Disciplinary actions for temporary, probationary and trial-period employees.

SECTION 3. The negotiated grievance procedure shall be the exclusive procedure available to the Employer and the Union and employees in the Bargaining Unit for resolving a grievance provided, however, that if an alleged grievance also constitutes an alleged Unfair Labor Practice (ULP), the aggrieved party has the option to seek redress under this Article or under the ULP procedure, but not both.

SECTION 4. Employees may not be represented under this negotiated grievance procedure except by representative(s) designated by the Union. However, any employee or group of employees in the Unit may represent themselves and present such grievances or appeals to the Employer and have them adjudicated, as long as the adjudication is not inconsistent with the terms of this Agreement and the exclusive representative is given the opportunity and right to be present during the grievance proceeding.

SECTION 5. If the employee elects to be represented by the Union, copies of all correspondence addressed to the employee will also be furnished to the Union.

SECTION 6. An aggrieved employee affected by an alleged prohibited personnel practice as defined in 5 USC 2302(b)(1); a removal or reduction in grade based on unacceptable performance under 5 USC 4303; or an adverse action under 5 USC 7512, may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

SECTION 7. In the event either the Employer or the Union shall declare a grievance non-grievable or non-arbitrable, the dispute of grievability or arbitrability shall be submitted to arbitration as a threshold issue in the related grievance. The Employer and the Union agree that any decision on the grievability or arbitrability of a grievance will be made by the Employer no later than the time limit for the written answer in Section 10, Step 3 of this Article. Such decision shall be in writing and shall state that it is the final decision on the matter.

SECTION 8. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved party/Union to settle grievances at the lowest possible level. The filing of a grievance shall not be considered as reflecting unfavorably on the employee's good standing, performance, loyalty or desirability to the organization, or violate employees' rights in Article 3 and the Statute.

SECTION 9. GROUP GRIEVANCES. A like grievance involving the same basic issue(s) by a group of employees shall be processed as a single grievance for employees who elect Union representation consistent with Section 4 above. The Union shall select one (1) such employee as the principal grievant and the decision will be binding on all such grievants. However, if there are six (6) or more employees grieving, the Union may select two (2) such employees as the principles grievants and the decision will be binding on all the grievants.

SECTION 10. PROCEDURE. The following steps are established for the resolution of grievances:

NAVAL STATION

Step 1- Deciding Official - Immediate Supervisor

Step 2- Deciding Official - Department Director

Step 3- Deciding Official - Commanding Officer

NAVY PUBLIC WORKS CENTER

Step 1 - Deciding Official - Immediate Supervisor

Step 2 - Deciding Official - Department Director

Step 3 - Deciding Official - Commanding Officer

NAVAL SERVICE TRAINING COMMAND

Step 1- Deciding Official- Immediate Supervisor

Step 2 - Deciding Official - Department Director

Step 3 - Deciding Official - Commanding Officer

NAVY DRUG SCREENING LABORATORY

Step 1 – Deciding Official - Immediate Supervisor

Step 2 - Deciding Official - Department Director

Step 3 – Deciding Official - Commanding Officer

PERSONNEL SUPPORT DETACHMENT - NTC

Step 1 - Deciding Official - Immediate Supervisor

Step 2 - Deciding Official - Division Director

Step 3 - Deciding Official - Detachment Officer in Charge

STEP 1. INFORMAL. Step 1 is mandatory and it must be accomplished regardless of any other prior discussion held between the employee and the supervisor. It is the obligation of the supervisor and all other participants to attempt a realistic and equitable resolution of the matter. The following provisions must be followed:

a. The employee must file the grievance within ten (10) workdays after the matter in question, or the date which the employee became aware of the matter.

b. The employee must present the grievance to their immediate supervisor either orally or in writing.

c. The employee may elect to have a Union representative or they may file the grievance themselves.

d. The supervisor shall render an oral or written decision to the employee and the Union representative (if any) as soon as possible, but not later than ten (10) workdays after the employee presented the grievance to the supervisor.

STEP 2. FORMAL. If the employee is dissatisfied with the decision given at Step 1, the matter shall then be considered a formal grievance. The following provisions must be followed:

a. The grievance will be reduced to writing by the aggrieved employee or their representative and submitted to the next appropriate level of supervision set forth in this Section within ten (10) workdays after receipt of such decision.

b. The grievance shall state the nature of the grievance and, where applicable, the date, time and place of the incident that gave rise to the grievance; and, if known, the particular article or section of the contract, regulations and/or instructions that have allegedly been violated; the matter over which the employee is dissatisfied; the remedial relief being sought; and all other information relevant to an

understanding of the grievance.

c. The grievance will be answered by the Step 2 deciding official as stated in this section above, or by their designated representative.

d. The deciding official or their designated representative will meet within ten (10) workdays from receipt of the second step grievance with the aggrieved employee and a recognized Union representative as listed in Article 4, Section 3, to discuss a resolution to be accompanied by other appropriate person(s), not to exceed three (3), they will provide the name(s) and title(s) of each appropriate person(s) that will accompany the deciding official. The Union will also be given the opportunity to be accompanied by appropriate person(s) not to exceed three (3) and will provide the deciding official with the name(s) and title(s) of each appropriate person that will be accompanying the Union. Notification of appropriate person(s) attending the meeting will be provided in writing at least two (2) workdays prior to the meeting. This meeting is not required if the requested relief is granted.

e. The second step grievance will be answered in writing by the Step 2 deciding official or their designated representative, no later than ten (10) workdays following the grievance meeting.

STEP 3. ACTIVITY HEAD. If the grievant is dissatisfied with the decision given at Step 2, the grievance may be submitted in writing to the appropriate official designated in this section for a third step decision. The following provisions must be followed:

a. The grieved employee must submit the written grievance, all supporting documentation and the second step grievance to the appropriate official designated in this section within ten (10) workdays after receipt of the second step decision.

b. The Step 3 deciding official or their designated representative, will meet with the aggrieved employee and the Union President and/or Union representative involved at the second step, within ten (10) workdays after the receipt of the grievance. If the deciding official determines that they will be accompanied by other appropriate person(s), not to exceed three (3), they will provide the name(s) and title(s) of each appropriate person(s) that will accompany the deciding official. The Union will also be given the opportunity to be accompanied by appropriate person(s) not to exceed three (3) and will provide the deciding official with the name(s) and title(s) of each appropriate person(s) that will be accompanying the Union. Notification of appropriate person(s) attending the meeting will be

provided at least two (2) workdays prior to the meeting. This meeting is not required if the requested relief is granted.

c. The grievance will be answered in writing by the Step 3 deciding official or by their designated representative, no later than ten (10) workdays following the grievance meeting. The decision of the Step 3 deciding official is final unless the aggrieved employee was represented by the Union at Step 3 of the grievance procedure and the Union files for arbitration.

SECTION 11.

a. In lieu of the step-by-step procedures set out in Section 10 of this Article, the Union may submit a written grievance to the Employer concerning any of the matters set forth in Section 2c of this Article. Such a grievance must be submitted in writing to the appropriate Commanding Officer or Unit Head within ten (10) workdays after the occurrence of the act which gave rise to the grievance, or the date the Union became aware of the matter. Upon receipt of the grievance, the Union and Employer representatives (not more than three (3) representatives for each) shall meet within ten (10) workdays to discuss the grievance. A written decision will be issued to the Union within ten (10) workdays after the meeting. If the Union is not satisfied with the decision, it may appeal the decision to arbitration in accordance with the provisions of Article 32, such appeal to be made within fifteen (15) workdays after receipt of the written decision.

b. It is understood that the Union's right to grieve pursuant to this Section does not apply to a Union grievance filed with or for individual employee(s). If such a grievance by the Union is filed incorrectly as an institutional grievance, the Union shall have ten (10) workdays from the date of the challenge to remedy the error should one exist.

SECTION 12. When Employer grievances arise, they will be initiated by the appropriate Commanding Officer/Unit Head or designee and submitted in writing to the Union President or designee. The appropriate Commanding Officer/Unit Head or designee will meet

within ten (10) workdays with the Union President or designee to assure that all pertinent facts are made available. The Union President or designee will provide a written decision to the appropriate Commanding Officer/Unit Head within ten (10) workdays after the date of the meeting. If the grievance is not settled by this method, the matter may be referred to arbitration by the Employer. The decision to seek arbitration shall be filed within fifteen (15) workdays after receipt of the written decision in accordance with Article 32.

SECTION 13. Any timeframes set forth in this Article may be extended by mutual agreement by the Employer and the Union. On those rare occasions when the Employer or the Union needs an extension of the normal timeframes, it is the responsibility of the requesting party to identify and request the extension in writing from their counterpart. Requests for extensions will be the exception and will be submitted as soon as possible in the process. Failure of the Employer to observe the time limits contained in this Article shall entitle the aggrieved to advance to the next step. Failure of the aggrieved to observe the time limits contained in this Article where no extension has been granted, will result in termination of the grievance.

ARTICLE 32

ARBITRATION

SECTION 1. Only the Union or the Employer may invoke the procedures set forth in this Article. For the purposes of this Article, workdays are defined as the scheduled workdays of the person taking the action. RDOs will not be considered workdays.

SECTION 2. If the parties fail to settle any grievance after exhausting the negotiated grievance procedures of Article 31, such a grievance may be submitted (by either the Employer or the Union) to arbitration.

SECTION 3. The Party desiring to submit a matter to arbitration shall notify the other Party in writing within fifteen (15) workdays following receipt of the written decision at the third step of the grievance procedure.

SECTION 4. Within fifteen (15) workdays after receipt of such notice, the Party initiating arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to serve as arbitrators. Both Parties will split the cost of obtaining the list of arbitrators from FMCS. The Employer and the Union shall meet within five (5) workdays after receipt of the list of arbitrators for the purpose of selecting an arbitrator. The first strike will be made by the Party that requested the list. The Parties shall repeat the procedure until one (1) person remains on the list, that person shall be the duly selected arbitrator.

SECTION 5. No later than fifteen (15) workdays prior to the scheduled hearing date, the Employer and the Union will meet and exercise their best effort to develop a statement which will contain the precise issue(s) to be resolved by the arbitrator. If the Employer and the Union are in agreement as to the precise issue(s) to be resolved, the statement shall be submitted jointly. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. The separate statements shall be submitted concurrently to the arbitrator and to the other Party. If more than one (1) issue is involved and the Employer and the Union are in agreement as to some but not all issues, a joint statement may be submitted covering those issues where there is agreement.

SECTION 6. The arbitrator's fees and related expenses, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular hours of the basic workweek. All participants in the hearing who are employees of the Employer shall be in a duty status; however, overtime will not be authorized or paid. The costs of transcripts, if requested, shall be borne by the Requesting Party.

SECTION 7. The Employer or the Union shall have the right to submit a post-hearing brief subject to a submission date established by the arbitrator. The arbitrator is expected to render a decision within thirty (30) calendar days from the closing of the hearing or the submission date established for filing of a post-hearing brief.

SECTION 8. The arbitrator shall have no authority to change, modify, alter, delete or add to the provisions of this Agreement. For grieved matters that are addressed in this Agreement, the arbitrator's authority shall be limited to the interpretation or application of the provisions of this Agreement and the decision shall be confined to the issues specifically defined and related thereto.

SECTION 9. The arbitrator's award is binding on both the Employer and the Union except either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA).

SECTION 10. If there is a dispute concerning the arbitrability or grievability of a grievance, the arbitrator shall hear arguments regarding both arbitrability/ grievability and the merits of the case at the same hearing. However, the Employer and the Union may mutually agree otherwise in instances such as highly complex cases that would involve several days of hearings.

SECTION 11. Any timeframe set forth in this Article may be extended by mutual agreement by the Employer and the Union. On those occasions when the Employer or the Union needs an extension of normal timeframes, it is the responsibility of the Requesting Party to identify and request the extension in writing from their counterpart. Requests for extensions will be the exception and will be submitted as soon as possible in the process.

ARTICLE 33

DURATION OF AGREEMENT

SECTION 1. This Agreement will remain in full force and effect for three (3) years from the date of Department of Defense (DOD) approval. It is understood by the Employer and the Union that this Agreement is subject to the right of review by the Agency as provided for in the Statute.

SECTION 2. Either the Employer or the Union may give written notice to the other of a desire to renegotiate this Agreement not more than one hundred and five (105) nor less than sixty (60) days prior to the expiration date. If neither the Employer or the Union gives notice during this period, then this Agreement will be automatically renewed for one (1) additional year from the anniversary date, except that it must be brought into conformance with applicable laws and published policies and regulations of appropriate authorities and approved by DOD prior to renewal. Additional one (1) year renewals will be effected so long as neither the Employer nor the Union gives notice during the open period.

SECTION 3. During the duration of this Agreement, either the Employer or the Union may notify the other, in writing, of its desire to negotiate supplemental agreements in regards to changes in applicable laws and regulations from higher authorities which could affect Unit employees.

SECTION 4. In situations covered by Section 3 above, negotiations will begin as soon as possible, but in no event more than forty-five (45) calendar days after a written request to negotiate is submitted by either the Employer or the Union. Agreements reached will be made an addendum to this Agreement and shall have the same duration as this Agreement.

SECTION 5. There shall be no private agreements between the Employer and Union representatives concerning any official matter that would conflict with the provisions of this Agreement.

