

AGREEMENT  
BETWEEN  
FLEET READINESS CENTER, SOUTHWEST  
  
AND THE  
  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND  
TECHNICAL ENGINEERS, LOCAL 77  
  
PROFESSIONAL ENGINEERS AND  
SCIENTISTS ORGANIZATION

Approved by the Department of Defense on 14 August 2015

## TABLE OF CONTENTS

ARTICLE NO.	TITLE	PAGE NO.
	PREAMBLE	1
1	RECOGNITION AND UNIT DEFINITION	2
2	PAYROLL DEDUCTION OF DUES	3
3	RIGHTS OF EMPLOYEES	6
4	RIGHTS OF THE UNION	7
5	RIGHTS OF THE EMPLOYER	8
6	EMPLOYER - UNION RELATIONS	9
7	NEGOTIATIONS DURING THE TERM OF THE AGREEMENT	10
8	REPRESENTATION	11
9	GRIEVANCE PROCEDURE	13
10	ARBITRATION	20
11	EQUAL EMPLOYMENT OPPORTUNITY	22
12	DISCIPLINARY AND ADVERSE ACTIONS	23
13	SAFETY AND HEALTH	24
14	CONTRACTING	25
15	HOURS OF WORK	26
16	OVERTIME	27
17	BENEFICIAL SUGGESTIONS	28
18	HOLIDAYS	29

ARTICLE NO.	TITLE	PAGE
19	CIVIC RESPONSIBILITIES	30
20	EMPLOYEE ASSISTANCE	31
21	ANNUAL LEAVE	32
22	SICK LEAVE	34
23	PROMOTIONS	35
24	REDUCTION-IN-FORCE	36
25	POSITION DESCRIPTIONS	37
26	TEMPORARY DUTY TRAVEL (TDY)	38
27	EXTENDED TEMPORARY DUTY TRAVEL (TDY)	40
28	ENGINEERING DEVELOPMENT	41
29	UNION FACILITIES	43
30	GENERAL PROVISIONS	44
31	DURATION AND CHANGES	46

## PREAMBLE

This Agreement is made by and between the Fleet Readiness Center Southwest, (FRCSW) hereinafter referred to as the "Employer" and the International Federation of Professional and Technical Engineers (IFPTE), Local 77, Professional Engineers and Scientists, Organization (PESO), hereinafter referred to as the "Union" and collectively referred to as the "Parties". It is the intent of the Parties to promote and improve the effectiveness and efficiency of the Employer; to safeguard the public interest; protect the rights of Employees and to encourage and facilitate amicable resolution of disputes involving conditions of employment in accordance with the provisions of the Federal Service Labor-Management Relations Statute (hereinafter referred to as 5 U.S.C. Chapter 71). As used herein, "Employee" is defined as a member of the certified Bargaining Unit described in Article 1.

Email is an acceptable means of communication for all provisions of the Agreement which require written notification.

The dates and times -of meetings between the parties will be set by mutual agreement.

Now, therefore, the Parties agree as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DEFINITION

Section 1. The Employer recognizes the Union as the exclusive representative of all Employees in the Unit defined in Section 2 of this Article.

Section 2. The Unit is defined as all non-supervisory engineers and scientists employed by the Employer excluding supervisors, management officials, confidential Employees and persons engaged in Federal personnel work in other than a purely clerical capacity as defined in the applicable Federal Labor Relations Authority (FLRA) certification and as further determined by the FLRA.

## ARTICLE 2

### PAYROLL DEDUCTION OF DUES

Section 1. The Employer agrees to deduct union dues from the pay of Employees who voluntarily request such dues deductions, who are members in good standing of the Union, and who are Employees in the Unit. In administering the Dues Deduction Program, the Employer and the Union shall be governed by provisions of this Article and applicable laws, rules and regulations. Any request by a bargaining unit Employee to initiate a dues deduction must be processed by the Employer in a timely manner. Upon request of the Union, the Union will be kept informed of the progress concerning any delays in the dues deduction process by the Employer.

Section 2. Any Employee desiring to have their Union dues deducted from their pay, may, at any time, complete and sign the appropriate portions of Standard Form 1187 (SF-1187), "Request For Payroll Deductions for Labor Union Dues."

Section A of the form shall be completed and certified by the President, Secretary or Treasurer of the Union, who shall forward or deliver it to the Human Resources Office. An Employee may not request deduction from their earnings of dues to more than one Employee union at the same time. The Union shall be responsible for ensuring that SF-1187 is made available to members of the bargaining unit, and shall ensure that the forms are properly completed and certified before transmitting them to the Employer. Any authorization which is incomplete or in error shall be returned to the Union.

Section 3. A deduction will be made each bi-weekly pay period from the pay of an Employee who has requested such allotment for dues. The Union will inform the Employer (Human Resources Office) as to the amount of dues to be deducted in each biweekly period. When there is a change in dues amount, the Union will provide reasonable advanced notice to the Employer. It is understood that no deduction for dues will be made by the Employer in any period for which the Employee's net earnings, after other deductions, are insufficient to cover the full amount of the allotment for dues.

Section 4. The Union shall furnish the Employer the names and signatures of Union officials who are designated by the Union to certify Section A of SF-1187 on its behalf. The Union shall be responsible for giving the Employer prompt written notification of any change in this information.

Section 5. The Employer will provide electronically to the Union every three months a current listing, such as a sortable spreadsheet, of all bargaining unit Employees. This list will include data columns for each Employee's first name and last name, organizational code, pay plan, series, grade and step, building number and phone number.

Section 6. The amount of dues deducted shall be transmitted by Defense Finance and Accounting Service to the bank account of the Union, by electronic transfer, no later than 15 workdays after the close of each pay period. With each payment, the Employer agrees to provide a list showing the names of the Employees involved and the amount of dues withheld for the pay period in question.

Section 7. An allotment for the deduction of any Employee's dues may be terminated by the Employee once a year on the first anniversary date of the commencement of their dues deductions which follows the submission of the request to stop deductions. An Employee who has authorized the withholding of Union dues may request revocation of such authorization by completion of SF-1188, which the Employer will make available through the Human Resources Office. Upon receipt of any properly and timely executed SF-1188, the Employer shall promptly notify the Union by furnishing a copy of the revocation request within one pay period of the request being submitted.

Section 8. An Employee's allotment for payment of their Union dues shall be terminated with the start of the first full pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition of the Union;
- b. Transfer of the Employee, resulting from a change in employment status, to a position outside the unit;
- c. Separation of the Employee for any reason, including death or retirement; or

d. Receipt by the Employer of notice that the Employee has been expelled or ceased to be a member in good standing of the Union.

e. The Union agrees to reimburse the Employee for any dues erroneously withheld and paid to the Union because of failure to stop dues in the above circumstances, in accordance with the Union's bylaws. The Employee must notify the Union President and request reimbursement. The Employee must also report the erroneous dues deductions directly to the Human Resources Office in order to have the erroneous dues deductions terminated.

Section 9. The Union agrees to give prompt written notification to the Employer in the event an Employee participating in the Dues Deduction Program ceases for any reason to be a member in good standing of the Union in order that the Employer may terminate their allotment for dues.

Section 10. The Union recognizes its responsibility for seeing that the members are fully informed and educated concerning the program for payroll deductions of Union dues, its voluntary nature, its uses and availability of the required forms.

## ARTICLE 3

### RIGHTS OF EMPLOYEES

Section 1. The Employer and the Union agree that Employees shall have the rights accorded by 5 U.S.C. Chapter 71, law, rule, regulation and this Agreement.

Section 2. Recognizing that many Employee complaints arise from a lack of information on matters of Employee interest, prompt and informal meetings on these matters between first-line supervisors and Employees are encouraged.

Section 3. The Parties agree that Employees have the right to be free of prohibited personnel practices outlined in laws, rules and regulations such as in 5 U.S.C. 2302.

Section 4. New Employee In-processing. All bargaining unit Employees at the time of their hire will be notified of their status as Employees represented by the Union and that the Union is the exclusive representative of all bargaining unit Employees. The Employer will provide, electronically, to the Union, a listing of newly hired unit members within 30 days of date of hire. The list will include first and last name, code, job title, grade, effective date of hire, Bargaining Unit Status (BUS) code, and geographical location code.

## ARTICLE 4

### RIGHTS OF THE UNION

Section 1. The Union is entitled to act for and to negotiate agreements covering all Employees in the Bargaining Unit.

Section 2. The Union has the right to present its views, either orally or in writing, to the Employer on any matters of concern regarding personnel policies and practices and matters affecting working conditions at the appropriate level as provided by this Agreement. If either Party so requests, the Parties shall meet promptly at a mutually agreed upon date and time in an effort to resolve the matter.

Section 3. The Employer will notify the Union prior to any formal discussion between one or more management or supervisory personnel and one or more Bargaining Unit members concerning any grievance or any personnel policy or practices or other general conditions of employment. This notification will be as far in advance as practical. The Union has the right to be represented at formal discussions between management and bargaining unit Employees or Employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of Employees in the bargaining unit. Notification to the Union will be at the level of the Union President and will be in writing.

Section 4. Notification to the Union on matters impacting bargaining unit Employees will be at the level of the Union President and will be in writing.

Section 5. The Union President will be notified in writing prior to the relocation of more than two Bargaining Unit members. Notwithstanding the language above, the Union does not waive any rights to address issues or concerns raised by relocated Employees.

ARTICLE 5

RIGHTS OF THE EMPLOYER

Section 1. The Employer retains the right:

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

b. In accordance with applicable laws -

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

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

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

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

(ii) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies in accordance with law, rule and regulation and this Agreement.

Section 2. Nothing in this Article shall preclude any agency and any labor organization from negotiating:

a. Procedures which management officials of the agency shall observe in exercising any authority under this section, or

b. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 6

### EMPLOYER-UNION RELATIONS

Section 1. This Agreement has been made in the spirit of problem resolution and reflects bilateralism in Union-Employer relations. It is the intent of the Parties that Union-Employer disputes arising during the life of this Agreement be resolved promptly and equitably through informal discussion whenever it is possible to do so.

Section 2. In keeping with the above, the Commanding Officer (or designated representative) and the Union President (or designated representative) may meet on matters of immediate concern by agreement of the Parties. The Party requesting the meeting will give sufficient advance notice of the matters to be discussed to permit the other Party to become prepared for meaningful dialogue at the meeting.

Section 3. Should either Party believe that the other Party has committed an unfair labor practice (ULP) as defined in 5 U.S.C. Chapter 71, that Party shall serve written notice of the alleged violation of the Act upon the other Party. The Party so served shall have 10 workdays from the date of service to investigate the matter and meet with the other Party in attempt to informally resolve the allegation. If the matter is not resolved after the expiration of such 10-day period or the completion of mediation, the charging Party may proceed to the FLRA. For purposes of this section, service may only be made upon the Commanding Officer or the Union President, personally or electronic mail, return receipt requested. The requirement outlined above shall be waived if it adversely impacts on meeting FLRA deadline for filing a ULP.

Section 4. By mutual agreement the Parties may submit the matter forming the basis of the ULP to mediation. The Parties will use no-cost mediation resources if available. The mediation will be scheduled at the earliest available time.

## ARTICLE 7

### NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

Section 1. Officials of the Employer shall meet with representatives of the Union to discuss and negotiate personnel policies and practices and matters affecting working conditions, so far as may be appropriate, subject to law and policy requirements.

Section 2. It is agreed and understood that matters appropriate for negotiation between the Employer and the Union are policies, programs, procedures and practices, or other matters, relating to or affecting general working conditions of bargaining unit Employees which are within the discretion of the Employer.

Section 3. The Employer shall provide the Union President with advance notice of proposed changes in working conditions, including but not limited to an advance copy of all proposed Employer instruction which effect changes in personnel policy or practice affecting general working conditions of Employees. Copies of the documents outlining proposed changes will prominently highlight any changes in the document or include a summary of such changes. If the Employer is generating a completely new policy or instruction, it will state so in its notice to the Union President. The response time for the Union will be noted on the initial notice and the Union will be given 10 workdays to respond. Any requests to bargain including initial proposals must be submitted within that timeframe. Extensions may be requested from the Employer and will be considered on a case by case basis. Such requests will not be unreasonably denied.

## ARTICLE 8

### REPRESENTATION

Section 1. The Employer recognizes the following representatives designated by the Union: Union Officers (President, Vice President, Secretary, Treasurer, and Chief Steward), and not to exceed seven stewards. The Union shall provide the Employer a current name listing of all those representatives of the Union mentioned in this section and any changes thereto. The Union will attempt to balance the use of official time by rotating assignments. Normally, the Union's representatives shall be active Employees of the Employer. The Employer, however, recognizes that representatives of IFPTE International may also be required to assist/conduct official representational duties in support of the local. To that extent, the Employer will make arrangements for base access Subject to security regulations.

Section 2. The Employer agrees that Union Representatives shall be permitted a reasonable amount of official time to meet with the Employer and Employees concerning Employee complaints or grievances and any other appropriate representational duties. Union Representatives are responsible for reporting their use of official time, as required by the Employer, in accordance with applicable law, regulation and this Agreement. Union official time will be requested and reported by Union Representatives on the Official Time Form.

Section 3. The Union President shall be the principal point of contact between the Parties for ensuring that the provisions of this Agreement are administered fairly and equitably throughout the bargaining unit. The Union President and the Commanding Officer (or their designated representative) shall be responsible for ensuring that problems are settled at the lowest level possible. The Union President will be authorized 20 hours of official time each week to perform representational duties. Additional official time may be requested by the Union President, and such requests for additional time shall not be unreasonably denied by the representatives of the Employer. When utilizing official time as stated in this section (20 hours per week), the Union President will not be required to submit a request for official time to the Employer. However, the Union President will

record the 20 hours of official time in the Time and Attendance system. When the Union President will be absent from work for a minimum of one week, the Union will designate an acting President and provide advance notice to the Employer. The same conditions as specified in this Article for the use of official time for the President will apply for the Acting President.

Section 4. Recognized Union Representatives shall be permitted to engage in authorized representational activities, workload permitting, and shall not be denied any right or privilege they would otherwise be entitled to because they are a union Representative. The Employer agrees that management officials and supervisors shall not coerce, intimidate and/or harass union Representatives.

Section 5. Solicitation of membership, collection of dues, campaigning for union office, activities concerned with internal union business, or other matters prohibited by law or regulation shall not be conducted on official time or during working hours of the Employees involved.

Section 6. The Parties agree to conduct their Labor Relations business in an efficient manner.

Section 7. Newly hired Employees from outside the Employer will be given an informational sheet, provided by the Union, containing representational information.

Section 8. The Employer recognizes and supports the right of any Employee to engage in protected union activity and/or exercise any right pursuant to this Agreement without reprisal.

Section 9. Union Representatives will each be granted 16 hours of official time per calendar year to attend training related to representational duties which would be of mutual interest to the Parties. Such topics approved for training would include steward training and contract negotiations team training and other training mutually agreed upon by the Parties. There will be no carry-over of official training time into the following calendar year. The Union President must submit any request for official time relative to this section at least ten work days in advance to the Employer. The Employer must respond in writing to the Union's request for official time for training within five work days of the date of the Union's written request for training.

## ARTICLE 9

### GRIEVANCE PROCEDURE

Section 1. PURPOSE. It is the intent of the Parties that differences be resolved promptly and at the lowest possible level of supervision.

Section 2. SCOPE. This procedure applies, without exclusion, to all matters subject to grievance procedures allowable under 5 U.S.C. Chapter 71 and such other matters as may subsequently be made grievable under laws enacted during the term of this Agreement. Except as provided by law, this procedure is the sole procedure for the resolution of such matters. This grievance procedure does not apply to: actions to separate Employees during their probationary or trial period, termination of temporary appointments, adoption or non-adoption of a suggestion, approval or disapproval of an award, termination of a temporary promotion, actions resulting from Reduction-in-Force, allegations of discrimination, or any matter over which the Employer does not have discretionary authority. Employees, however, may seek review of adverse actions, including adverse actions based on unacceptable performance, under a statutory appeals procedure or grievance procedure, but not both.

Section 3. TYPES OF GRIEVANCES. Grievances may be presented and processed by an Employee on their own behalf, an Employee represented by the Union, by the Union on behalf of an Employee, by the Union in its own behalf, or by the Employer.

Section 4. UNIT EMPLOYEE GRIEVANCE.

a. An Employee may present a grievance either personally or through a Union Representative. Where an Employee represents him or herself, the provisions of the Article are to be construed as though the Employee is his or her own representative, provided the Union is entitled to be present at each step of the grievance procedure. If the aggrieved Employee has requested the presence of a Union Representative, the Union Representative shall notify the Employee's supervisor upon his/her arrival in the work area. The Union Representative may then discuss the grievance with the Employee and his/her supervisor. The Union Representative and the Employee will avail themselves to a private meeting location within the Employee's work area. Upon request, a supervisor may assist

if the Union Representative and Employee are unable to secure a private location. It is recognized that certain meetings between a Union Representative and an Employee may need to take place at the Union office because of the circumstances. Request for Union office meetings will be decided by the Employer on a case by case basis.

b. FIRST STEP - All grievances will be initiated at this step with the first level supervisor, with the exception of disciplinary actions as explained in Section 5 of this Article. The grievance will be submitted in writing on the Grievance Form and will include:

- (1) A complete statement of the grievance clearly indicating the question(s) raised.
- (2) A statement of the remedy or corrective action requested of the Employer.
- (3) The Article(s)/Section(s) of the Agreement claimed to have been violated.

The Employee, Union Representative, if any, and the first level Supervisor will meet within 10 workdays from the date the grievance is received to discuss and attempt to resolve the grievance. The first level Supervisor will provide the first step response to the Employee and the Union Representative, if any, in writing within 10 workdays of the meeting.

c. SECOND STEP - If the grievance is not settled at the first step, it may be taken to the second step. The Second Step grievance will be submitted in writing on the Grievance Form, and will include:

- (1) A complete statement of the grievance clearly indicating the question(s) raised.
- (2) A statement of the remedy or corrective action requested of the Employer.
- (3) The Article(s)/Section(s) of the Agreement claimed to have been violated.

The Employee or Union Representative, if any, shall, within 10 workdays after the first Step response is received, deliver the grievance to the Employer's Human Resources Office. A meeting between the Employee, Union Representative, if any, and the Appropriate Management Official (AMO) shall be held within 10 workdays from the date of delivery of the grievance to the Human Resources Office. The grievance shall be discussed with the AMO in an effort to resolve the matter. A written disposition will be given within 10 workdays following the meeting to the Employee and Union Representative, if any.

The Union may invoke arbitration in accordance with Article 10 if not satisfied with second step grievance decision.

#### Section 5. DISCIPLINE AND ADVERSE ACTION GRIEVANCES

a. **FIRST STEP:** A grievance concerning disciplinary or adverse actions shall be submitted in writing using the Grievance Form to the Human Resources Office within 15 workdays of receipt of Letter of Reprimand/notice of Final Decision. Grievances concerning Letters of Caution and Letters of Requirement, although not discipline, will be processed under this Section. The grievance will include:

raised:

- (1) A complete statement of the grievance clearly indicating the question(s)
- (2) A statement of the remedy or corrective action requested of the Employer.
- (3) The Article(s)/Section(s) of the Agreement claimed to have been violated.

A meeting with the management official designated to hear the grievance, the Employee and the Union Representative will be held within 10 workdays of the filing of the grievance at a time and date set by mutual agreement. The management official will be at a level above the deciding official who took the action, or another management official at a comparable level.

The management official who heard the grievance will provide a written decision within 15 workdays of the grievance meeting to the Employee and their Union Representative.

b. **SECOND STEP:** If the grievance is not settled at first step, it may be submitted in writing using the grievance form to the Human Resources Office within 15 workdays of date of the first step grievance decision, and will include:

raised.

- (1) A complete statement of the grievance clearly indicating the question(s)
- (2) A statement of the remedy or corrective action requested of the Employer.

(3) The Article(s)/Section(s) of the Agreement claimed to have been violated.

A meeting with the management official designated to hear the grievance, the Employee and the Union Representative will be held within 10 workdays of the filing of the grievance at a time and date set by mutual agreement. The management official will be at a level above the first step management official, or another management official at a comparable level.

The management official who heard the grievance will provide a written decision within 15 workdays of the grievance meeting to the Employee and their Union Representative.

The Union may invoke arbitration in accordance with Article 10 if not satisfied with second step grievance decision.

#### Section 6. UNION GRIEVANCE.

a. The Union may initiate a grievance by submitting it in writing on the Grievance Form, to the AMO (the current 4.0 head or 6.0 head), and will include:

- (1) A complete statement of the grievance clearly indicating the question(s) raised.
- (2) A statement of the remedy or corrective action requested of the Employer.
- (3) The Article(s)/Section(s) of the Agreement claimed to have been violated.

In such case, the Union President shall meet with the AMO within 10 workdays of the written submission and AMO shall render a written decision within 10 -workdays after such meeting. If the decision thus rendered is unacceptable to the Union, the matter may be submitted to arbitration in accordance with the provisions of Article 10.

b. If the matter at issue is applicable to the entire Bargaining Unit, the matter must be submitted in writing using the Grievance Form, to the Commanding Officer. The Commanding Officer (or his/her designee) shall meet with the Union President within 10 workdays and shall render a written decision within 15 workdays after such meeting. If the decision thus rendered is unacceptable to the Union, the matter may be submitted to arbitration in accordance with the provisions of Article 10.

#### Section 7. EMPLOYER GRIEVANCE

Grievances initiated by the Employer will be submitted in writing on the Grievance Form, to the Union President, and will include:

- raised.
- (1) A complete statement of the grievance clearly indicating the question(s)
  - (2) A statement of the remedy or corrective action requested of the Union.
  - (3) The Article(s)/Section(s) of the Agreement claimed to have been violated.

A meeting shall be held between representatives of the Employer and the Union within 10 workdays of receipt of the grievance by the Union President. The Union President shall respond in writing within 15 workdays after such meeting. If the decision thus rendered is unacceptable to the Employer, the matter may be submitted to arbitration in accordance with the provisions of Article 10.

Section 8. PAYMENT FOR GRIEVANCE TIME.

a. Time spent away from their regular jobs during working hours by the Union Representatives specified in Article 8, Section 1 in the performance at work of their functions specified in this Article and Article 8 during regular duty hours shall be authorized and paid by the Employer.

This shall include reasonable official time to investigate potential grievances, prepare for grievance meetings and discuss the transfer of grievances between steps of the grievance procedure by appropriate Union Representatives. Each of the Parties hereto shall cooperate with the other in keeping to a minimum the time spent away from work in investigating, presenting and adjusting grievances. The Supervisor is responsible for making the determination regarding use of authorized official time. If the Supervisor denies the request, the reason for denial will be provided on the Form. Supervisor will make their decision promptly. If workload considerations prevent prompt release, the Supervisor will state when permission will be granted.

The Employer shall not authorize time for investigation of the same grievance at the same step by more than one representative at the same time. Alleged abuses of grievance activity time shall be discussed between the Commanding Officer or his/her designated representative and the Union President. The Union agrees that its representatives shall exercise their best efforts to eliminate abuses.

b. The Employer may undertake any investigation to determine the facts surrounding any grievances. However, the Employer shall make no attempt to settle or dispose of grievances with aggrieved Employees or with Employees on whose behalf the Union is aggrieved, which were filed under the procedures outlined herein, without providing the Union Representative the opportunity to be present.

c. The Employer agrees that the authorized Union Representatives set forth in Article 8, shall not be hindered, coerced, restrained or interfered with in the performance of their duties of

investigating, presenting and adjusting grievances as provided in this Agreement. Alleged abuses of this subsection shall be discussed between the Commanding Officer or his/her designated representative and the Union President. The Employer agrees that its representatives shall exercise their best efforts to eliminate any such abuses.

d. Time requested and approved by aggrieved Employees during regular duty hours in connection with the presentation, investigation and processing of their grievances by the appropriate Union Representative as provided by this Article, shall be paid by the Employer.

#### Section 9. TIME LIMITS.

a. There is no responsibility on the Employer to make an adjustment of a grievance unless it is presented within 15 workdays after the occurrence of the acts or omissions of the Employer which are the basis of the grievance, unless the circumstances of the case make it unreasonable for either the Employee or the Union to have known that grounds for such a claim existed prior to that date. The Union may request an extension of up to 15 workdays to file the grievance from the Employer upon written request made within the first 15 workdays. Such " requests will be submitted to the Human Resources Office and will be decided on a case by case basis and will not be unreasonably denied.

b. If a time limit is not observed by an aggrieved Party or the Party's Representative, the grievance shall be considered withdrawn. Failure of a responding Party to comply with any time limit shall permit the grievance to be advanced to the next step. Any time limit may be extended and any step in the procedure may be waived, with the agreement of the Parties.

#### Section 10. GENERAL PROVISIONS.

There is no responsibility on the part of the Employer to make any further adjustment of a grievance when the aggrieved Employee who signed the original grievance, or the Employee to whom the grievance is applicable, has voluntarily terminated employment with the Employer, unless the grievance involves a claim for compensation or seeks resolution of a basic issue involving general working conditions.

#### Section 11. ALTERNATE DISPUTE RESOLUTION (ADR)

Mediation may be used at any step of the grievance procedure if mutually agreed to by the parties. The parties may hold time limits in abeyance to explore/invoke mediation. If mediation is not invoked, or the grievance is not resolved in mediation, the grievance will resume processing at the point where the grievance was held in abeyance.

## ARBITRATION

Section 1. Only grievances which have been processed through the grievance procedure outlined in Article 9 may be submitted to arbitration. Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate no later than 20 workdays following receipt of the final written grievance disposition.

Section 2. Disputes as to whether a matter is grievable or arbitrable shall be resolved by an arbitrator. In such cases, the arbitrator shall be instructed to resolve the dispute without consideration of the merits of the underlying claim.

Section 3. Within five workdays after receipt of the notice of intent to arbitrate, the Parties will meet and attempt to agree upon an arbitrator to hear the case. If agreement cannot be reached, either Party may request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators in the southern California area having Federal sector experience. The Parties shall meet again within five workdays of receipt of the list and attempt to agree on an arbitrator. If agreement cannot be reached, each Party will alternately strike names until one arbitrator is left. The party to strike the first name off the list will be decided by a flip of the coin. The party filing the grievance will call the toss of the coin and the responding party will flip the coin. That arbitrator will be asked to hear the grievance. At this meeting the Parties will determine if mediation will be used. If mediation is actually agreed to, the Parties will decide on the issue of scheduling arbitration should mediation not result in resolution.

Section 4. By mutual agreement, the Parties may submit the matter forming the basis of the grievance to mediation. The Parties will use no-cost mediation resources if available. The mediation will be scheduled at the earliest available time.

Section 5. Once an arbitrator has been selected and mediation, if used, is completed, the Parties shall attempt to reach agreement on the issue(s) to be decided by the arbitrator and to develop a joint submission statement. In the event the Parties are unable to agree on a joint submission, each Party shall submit to the arbitrator a brief summary statement indicating its version of the issue(s), material facts, and its position with respect to the grievance. This brief summary statement will be provided to the other party 14 workdays prior to the arbitration. The brief summary statement will also contain a statement of planned witnesses for the arbitration hearing. In addition, copies of the grievance and grievance disposition shall be submitted. At the same time, it shall serve the other Party a copy of its submission to the arbitrator. All service shall be made personally or via electronic mail. Only when there are separate submissions may an arbitrator determine the issue(s) to be heard; otherwise, the arbitrator will be bound by the joint submission statement.

Section 6. Arbitration hearings will be held at the Employer's premises during regular day shift hours of the normal basic workweek.

Section 7. The Union Representative and bargaining unit Employee witnesses, if called, will be

excused from their normal duties without charge to leave, if otherwise in a pay status, while participating in the arbitration hearing. Bargaining unit Employees whose shift is other than the day shift and who are willing to testify on behalf of the Union or the Employer shall be temporarily assigned to the day shift for such purposes.

Section 8. The Arbitrator will be requested to render his decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing unless the Parties otherwise agree. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement; such right is the prerogative of the contracting parties.

Section 9. The Arbitrator's decision is binding on the Parties to this Agreement; however, either Party may file an exception to the decision with the FLRA under the regulations prescribed by the Authority.

Section 10. The compensation and expenses of the arbitrator and of arbitration shall be borne equally by the Parties. Where not required by arbitrator, either Party shall have a right to a transcript at its own expense.

Section 11. Grievances which are appealed to arbitration and which contain continuing liability shall be given priority over all other grievances in the arbitration procedure at that time.

## ARTICLE 11

### EQUAL EMPLOYMENT OPPORTUNITY

Section I. The Parties agree to the principles of equal employment opportunity and their application, and further pledge to work affirmatively and positively to achieve national and local goals and to develop full utilization of Employees' skills and abilities without regard to race, color, religion, national origin, sex, age, physical or mental handicap.

## ARTICLE 12

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Discipline and adverse actions will be taken for such cause as will promote the efficiency of the service. The Parties agree that the discipline should be the minimum penalty reasonably expected to correct the misconduct. In determining the penalty, management will consider such factors as the seriousness of the offense, frequency of the offense, existence of mitigating or aggravating factors and other relevant factors. While the selection of the penalty is a management right, the Union does not waive its right to raise the reasonableness of the penalty in grievances and arbitration. Disciplinary and adverse actions will be initiated and taken for just cause. The Employer will administer disciplinary proceedings and penalties fairly and equitably. All disciplinary and adverse actions will be initiated within a reasonable period of time.

Section 2. The Parties agree to continue to use the Alternate Discipline Program for all infractions except for offenses involving threats, physical contact and/or bodily harm, disruptive and/or abusive behavior/language towards supervisors and/or Employees, theft, misappropriation of government property/assets, and/or submitting fraudulent claims, or offenses where specific penalties are dictated. Under this program the Employer may substitute letters of reprimand in lieu of progressive suspensions (i.e., letters of reprimand in lieu of one-day suspension, letters of reprimand in lieu of three-day suspension, etc.). The letters of reprimand, for purposes of determining past disciplinary records and appropriate penalties, will be considered as and will carry the same weight as suspension(s).

Section 3. The Employer shall inform Employees annually in writing of their representational rights as required by 5 U.S.C. 7114 (0(3)).

Section 4. The Employer will provide a written copy to the designated representative of all Letters of Reprimand and all disciplinary and adverse actions concerning bargaining unit Employees at the time of issuance to the Employee. This will include all proposed and final actions.

section 5. Upon request, the designated representative and the Employee involved shall be able to

review the documentation the action was based on.

## ARTICLE 13

### SAFETY AND HEALTH

Section 1. The Parties agree jointly to participate in the Occupational Safety and Health Program in order to create and maintain safe and healthful working conditions for each Employee.

Section 2. It is the policy of the Employer that Employees be provided with a safe, healthy, adequate and productive office working environment. Toward this end, the Employer will make reasonable efforts progressively to upgrade substandard Employee office areas and office equipment as resources permit. Noise levels, lighting, ventilation and space per Employee shall be considered in these efforts. When conditions in a work area exceed or fail to meet the agreed upon guidelines the Parties will confer to develop appropriate contingency plans which may include alternate worksites, shift changes and other appropriate measures. Temperatures within a work area which exceed 85 degrees or are less than 65 degrees within a work shift for more than three workdays will trigger requirement for these meetings at either Party's request.

Section 3. In those work areas where protective clothing and safety devices are required by the Employer for the proper performance of duties, such gear or devices shall be furnished by the Employer. The Employer shall provide appropriate storage for such items. Employees shall be responsible for following established procedures in obtaining these items and for their proper care and use.

Section 4. Employees are responsible for wearing required protective gear, for performing assigned duties in a manner that will protect themselves, co-workers, equipment and materials from accident, and for practicing good housekeeping.

Section 5. The Union shall cooperate in maintaining safe and healthful working conditions by encouraging Employees to work in a safe manner and to practice good housekeeping.

Section 6. In the interest of promoting safety awareness throughout the facility, the Union President (or designated representative) is encouraged to maintain liaison with the Employer's safety manager to exchange ideas on safety and to discuss the latest developments in safety and accident prevention pertaining to Employer operations.

## ARTICLE 14

### CONTRACTING

Section 1. The Employer shall notify the Union prior to implementing a contracting decision that will result in the displacement of Employees. The Employer will provide as much advance notice as possible and will provide full information as allowed and in accordance with law, rule and regulation. Should the Employer decide to contract out work performed by bargaining unit Employees, the Parties will negotiate concerning the impact and implementation of the decision to contract bargaining unit work.

Section 2. The Employer agrees to minimize displacement of bargaining unit Employees which results from contracting to the extent practicable through reassignment, retraining, restricting in-hire, Voluntary Separation Incentive Payments (VSIPs), Voluntary Early Retirement Authority (VERA), and other actions that may be taken to retain career Employees consistent with Reduction-in-Force regulations.

Section 3. The Employer agrees to abide by the provisions of applicable laws, rules and regulations in regard to contracting for engineering services. Contracting decisions under OMB Circular A-76 will be appealed only in accordance with appeal procedures set forth in that circular.

## ARTICLE 15

### HOURS OF WORK

Section 1. The basic workday shall be eight hours plus a 30- minute nonpaid lunch period. The basic workweek shall be forty hours and shall extend Monday through Friday. Other work schedules may be established by the Employer in accordance with the procedures established in Article 4, Rights of the Union. In establishing schedules, the Employer shall give due consideration to work requirements, Employee skills and Employee desires.

Section 2. In the cases of interrupted or suspended operations when required advance notice cannot be given, eligible Employees who cannot be assigned to other work shall be administratively excused for the remainder of the work shift in accordance with provisions of the applicable instruction.

Section 3. Employees are exempt from personally recording attendance by any means. This does not preclude recording of job order man-hours.

Section 4. The parties agree to continue the practice of utilization of credit hours for Employees.

## ARTICLE 16

### OVERTIME

Section 1. Overtime work, including compensation therefore, shall be governed by applicable law, regulation and instruction.

Section 2. Overtime hours will be distributed in a fair and equitable manner consistent with unique skills and mission requirements. Any concern in this area may be brought by the Union to the attention of the Employer.

Section 3. During overtime assignments, the Employer shall make reasonable efforts to assure availability of food for affected Employees; the cost of food shall be borne by the Employees.

Section 4. Employees who are called in to work overtime will be paid for a minimum of two hours for each instance of overtime.

Section 5. The Employer reserves the right to assign mandatory overtime to meet mission requirements. The Employer agrees to seek the use of volunteers before mandatory overtime is imposed on unit Employees, as long as the needs of the Employer are met. When the Employer anticipates that mandatory overtime will continue over an extended period of time, the Employer agrees to review staffing and make a reasonable effort to train and provide additional Employees to alleviate the impact of mandatory overtime.

## ARTICLE 17

### BENEFICIAL SUGGESTIONS

Section 1. Employees are encouraged to participate in the Beneficial Suggestion Program. Employees are also encouraged to discuss their written suggestions with their immediate supervisor prior to submission to ensure that the suggestion is sufficiently described for evaluation. The Union recognizes that the decision to accept or reject a beneficial suggestion is a retained right of the Employer.

Section 2. In the cases where an adopted suggestion is considered to be partially within the scope of an Employee's position description, the Employee shall be assigned an award based on a pro rata share of the amount of the suggestion that is not within the scope of the Employee's work.

## ARTICLE 18

### HOLIDAYS

Section 1. Eligible Employees shall be entitled to all holiday benefits which are now or will in the future be prescribed by law or executive order. Such benefits shall be accorded to Employees in accordance with applicable directives.

## ARTICLE 19

### CIVIC RESPONSIBILITIES

#### Section 1. Court Leave

Witnesses - Federal Employees called to be witnesses in a judicial proceeding involving the U.S. Government, or local government, or that of the District of Columbia may be absent from work for such testimony and also continue to receive pay, without leave being charged. Employees who appear in court in an official capacity, on behalf of the government, are considered to be on official duty rather than on leave and their travel and expenses can therefore also be authorized for this purpose. Employees who serve as witnesses in trials not involving any government entity, however, must take leave for that purpose.

Jurors - Employees who serve as members of a jury are allowed to be absent from work without any charge to leave for this purpose while receiving full pay. Any fees earned for service as a witness or juror must be turned in to the Employee's Agency. However, any payments designated by the courts as "expenses" may be retained by the Employee.

Section 2. Voting - The Employer and the Union encourage maximum attendance at the polls. Leave will be taken in accordance with the applicable instruction.

Section 3. Blood Donations - Employees are encouraged to donate blood. Excused absence for blood donation will be granted in accordance with the applicable instruction.

Section 4. Approved Charity Drives - The Employer and the Union mutually agree that bargaining unit Employees shall be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Union exercise undue pressure on any Employee to contribute to a charity to which the Employee does not wish to contribute. The Parties agree that no rights or privileges that otherwise would be extended to any Employee shall be withheld; nor will any reward be given or reprisal action be taken against any Employee who contributes or refrains from contributing to any charity drive.

## ARTICLE 20

### EMPLOYEE ASSISTANCE

Section I. The parties recognize that problems of a personal nature can have an adverse effect on job performance. Therefore, they pledge their full support to the Employee Assistance Program.

Section 2. The Employee Assistance Program provides contact and referral services, at no cost to the Employee or family members, in areas such as financial, substance use, family, health and well-being, and job concerns. Additional information may be obtained from the Employee's supervisor or the Human Resources Office.

## ARTICLE 21

### ANNUAL LEAVE

Section 1. Employees shall accrue and be granted annual leave in accordance with applicable law, rule and regulation.

Section 2. The primary purpose of annual leave is to provide an annual vacation period for bargaining unit Employees. The Employer will make an effort to approve an annual leave schedule that is consistent with the desires of Employees and the dictates of workload and productivity. If conflicts develop between Employee schedules, they shall be resolved by the cognizant supervisor. It is understood that vacation schedules are subject to modification on the basis of workload shifts or unforeseen circumstances. If more than one Employee requests the same leave period and all requests cannot be accommodated, the matter will be resolved by utilizing Employee's Service Computation Date (SCD) Leave, with the more senior Employee being offered the leave period requested.

Section 3. Annual leave is also appropriate for personal business and bona fide emergencies. In deciding whether to approve requests in such circumstances, the supervisor shall give due consideration to workload demands and the overall leave record of the requesting Employee.

Section 4. Employees must personally report unplanned absences for personal/ emergency reasons to their immediate supervisor within two hours of the start of the scheduled work shift. If such absences extend longer than one workday, the supervisor shall establish a check-in schedule.

Section 5. The Employer retains the right to order the facility to shut down for reasons such as emergencies, fiscal crises or productivity improvement, and to require Employees to use annual leave during these shutdown periods. Credit hours and compensatory time earned during the year may also be used. Where possible, the Employer shall give at least six months' notice of scheduled shut down so that Employees may accrue the necessary leave, credit hours and/or compensatory time, and make personal plans for their utilization. Any changes in the published shutdown plans will be discussed with the Union at least 10 workdays before promulgation whenever possible. Employees with inadequate annual leave

to cover a shutdown period may elect to take Leave-Without-Pay or to be detailed to a work assignment defined by the Employer, if possible. The Union will be given the opportunity to negotiate the implementation of the shutdown.

## ARTICLE 22

### SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable rules, regulations and the provisions of this Article. The Employer shall abide by the provisions of the Family Medical Leave Act (FMLA) in effect at the time of approval of this contract as it applies to leave usage. If an Employee has exhausted their sick leave they may request the use of their annual leave to cover their illness.

Section 2. Absence for routine treatment or examination by a licensed or certified health care provider shall be requested two workdays prior to the date of the appointment.

Section 3. When Employees are under a current Letter of Requirement related to sick leave use, they may be required to present a medical certificate to substantiate an absence due to illness/injury of three workdays or less, and/or be required to contact the supervisor daily.

#### Section 4. — Emergent Sick Leave Notification

a. Normally, Employees are expected to notify the supervisors or an authorized POC within the first two hours of the start of their work shift. Exceptions to this requirement should be approved when it was impractical for the Employee to call due to the nature of the illness. In any event, the absence will be reported within the first work shift. Evidence of abuse will be handled in accordance with Section 3.

b. Supervisors are required to establish an alternate method for Employees to report sick leave in the event that the supervisor is not available (administrative assistant, supervisor relief, answering machines, etc.)

c. Subsequent Reporting Requirements - When an Employee has notified the supervisor of the expected duration of an absence, the Employee will not be required to report again unless the Employee does not return on the expected date. In cases of extended leave (exceeding five workdays), weekly reporting may be required by the supervisor.

## ARTICLE 23

### PROMOTIONS

Section 1. The Employer reserves the right to fill any position within the Bargaining Unit, permanently or temporarily, by any means consistent with law, regulations and the applicable instructions.

Section 2. Unit members within the area of consideration will be notified of any vacancies at the GS-13 level and above at least 10 workdays prior to any cutoff date for submitting resumes. Methods of notification may include: USAJobs account notifications, "All Hands" note, CCTV, Symon Boards, or supervisor notification.

Section 3. The Parties agree that quality of work life and promotional opportunities are primary concerns of the Union. The Parties recognize that the full performance level of engineering positions is the GS-12 level.

Section 4. Career Ladder Promotion criteria will be applied fairly and equitably to all Bargaining Unit members.

Section 5. Selecting officials should ensure that appropriate credit is given for relevant advanced degrees. However, it is understood that promotion decisions consider many other relevant factors and the selection decision will be made based on ability to perform the job in question.

Section 6. Employees not selected for promotion can contact selecting officials to get feedback on how they fared in the promotion process in order to improve themselves for future promotional opportunities.

## ARTICLE 24

### REDUCTION-IN-FORCE

Section 1. All reductions-in-force (RIFs) shall be carried out in strict compliance with applicable laws and regulations.

Section 2. The Employer agrees to notify the Union of any proposed RIF as soon in advance as possible. The Employer further agrees that it shall notify the Union of the approximate number of Employees affected, the date the action is to be effective, and the reason for the RIF. Upon request of the Union, the Employer shall negotiate on the adverse impact of the RIF on Employees.

## ARTICLE 25

### POSITION DESCRIPTIONS

Section 1. Bargaining unit positions will be classified in accordance with applicable laws, rules and regulations.

Section 2. Every Employee shall be given a copy of their position description and any amendments thereto. The cognizant supervisor shall discuss changes to the duties at the time such changes are made.

Section 3. When an Employee believes that the duties and responsibilities described in their position description are significantly different from continuing duties assigned and performed, the Employee may discuss the perceived difference with their supervisor. If the Employee considers that this discussion has not resolved the situation, the negotiated grievance procedure of Article 9 of the Agreement may be invoked. The Employer is responsible to timely develop and maintain accurate position descriptions for all bargaining unit Employees.

Section 4. Employees who disagree with the classification of their position descriptions shall be advised of their appeal rights and their right to a representative of their choice. If an Employee elects to exercise these rights, the Employer agrees to make available to that Employee and their representative, upon request, a copy of the Employee's position description. If, as a result of the appellate process, the position description is determined to be inaccurate, steps to correct the inaccuracy shall be taken within a reasonable time.

## ARTICLE 26

### TEMPORARY DUTY TRAVEL (TDY)

Section 1. Employees' travel shall be under conditions and procedures set forth in Department of Defense Joint Travel Regulations (JTR), law, rule, regulation and local policy. When travel is required, convenience and comfort of the Employee shall be considered to the degree consistent with the assigned mission.

Section 2. Employees assigned to TDY will utilize the current web-based travel system to create and process their travel orders. Once travel orders have been routed and approved, the Employee can print travel orders prior to commencement of travel. Normally, arrangements incident to travel shall be conducted during regular duty hours. When through no fault of the Employee, travel orders need to be created by the Employee after their normal work shift, the Employee will be compensated by overtime or compensatory time. If required to come in on a non-workday to create travel orders, the Employee will be provided a minimum of two hours of overtime pay or compensatory time.

Section 3. Employees shall be compensated for travel in accordance with existing regulations. For all expenses which JTR allows travel advances, the traveler will be given the full amount of advance allowable upon request. Employees shall be compensated for use of local public transportation, both going to and from transportation stations such as airports and while at the temporary duty station.

Section 4. For local travel in-and-around the Permanent Duty Station, mileage, ferry fares, road and tunnel tolls and automobile parking fees related to official business shall be paid for all travel performed by Employees driving private automobiles in performance of their duties or for training when so authorized by appropriate authorities. For mileage reimbursement, local travel mileage must be paid for the distance that exceeds the normal commuting distance.

Section 5. Where practicable, travel on non-workdays shall be avoided in accordance with JTR. When an Employee has approved leave in connection with official travel or intends to depart early or return late, at no cost to the government, requested departure dates and times will be considered. When an Employee is required to travel on Sunday for official business that begins on Monday, the Employee's workweek will be changed to Sunday through Thursday for that week

unless the official business extends into Friday of that week, or other business exigencies require otherwise.

Section 6. The Parties agree to abide by the JTR provisions allowing for exceeding the per diem rate when a compelling need is established.

Section 7. Employees are allowed to make their own hotel reservations. Employees wishing reservations to be made for them will so indicate on their travel order for Commercial Travel Office (CTO) assistance. Lodging reimbursement is authorized for hotel lodging obtained through an online booking agent only when the Employee can provide a documented itemized receipt for daily room cost from the hotel or online booking agent.

Section 8. Normally, when travel is to or from a destination outside the continental United States and total flight time, including stopovers, exceeds 14 hours, the Employee will be authorized a rest stop en route or a rest period at the TDY location before reporting for duty. For the purpose of this section, rest stops will not exceed 24 hours.

Section 9. Employees will be allowed to use Frequent Flyer Benefits earned on official travel to upgrade airline seating on subsequent official travel in accordance with the provisions of the Department of Defense (DOD) JTR.

## ARTICLE 27

### EXTENDED TEMPORARY DUTY TRAVEL (TDY)

Section 1. When a task requiring TDY assignments will extend beyond 30 days and there are not qualified and available volunteers within the appropriate work unit, selections will be made within that work unit using Service Computation Date (SCD) Leave. Selection for TDY assignment will be the least senior Employee who is qualified and available who has not already been assigned.

Section 2. When a task requiring TDY will last 60 days or more, Employees may request to be replaced in approximately 30-day increments. Selection for replacement will be made in accordance with the provisions of Section 1. If at the end of an Employee's 30 days, less than 30 days remain until task end, no replacement is required. No replacement will be made if there are no qualified available Employees.

Section 3. When an Employee's TDY assignment will exceed 60 days without replacement, the Employee will be allowed one return trip home. The timing and duration of the return trip will be arranged between the supervisor and Employee. Additional return trips will be authorized for each additional 60 days. Supervisors may authorize additional trips in accordance with the JTR.

Section 4. When there is only one qualified Employee for recurring assignments, supervisors should make every reasonable effort to train and provide additional Employees.

Section 5. If Employees occupy positions that may require travel outside the United States, they will be provided government issued passports.

Section 6. Management determines qualifications, availability and the appropriate work unit.

Section 7. Employees may make a written request to be excepted from TDY assignment based on personal hardship through the Employee's first line supervisor.

Section 8. Employees will be paid for hours worked in accordance with applicable laws, rules, and regulations.

## ARTICLE 28

### ENGINEERING DEVELOPMENT

Section 1. It is agreed that raising the level of professionalism within the engineering and scientific communities is of mutual interest to the Employer and the Union.

Section 2. The Employer agrees to consider Employees for participation in appropriate training, consistent with the need for such training as determined by the Employer. All Bargaining Unit members will be treated equitably and fairly under Federal law, rule and regulations.

Section 3. The Employer and the Union recognize that each Employee is responsible for applying reasonable effort and initiative, on his or her own time, to keep abreast of the changing technology of his occupation. The Union therefore agrees to encourage Employees to take advantage of training and educational opportunities both during work hours and on the Employees' own time. Supervisors are responsible for counseling Employees concerning career and skills development. Employees are responsible for seeking and participating in professional development activities.

Section 4. Individual Development Plans (IDPs) shall be provided for each Employee. The IDPs shall contain the following as a minimum:

- a. Career goals
- b. Developmental objectives
- c. Developmental assignments
- d. Formal training
- e. Other activities

Section 5. When an Employee is not assigned to a team or is categorized as excess for more than 90 days because of skill mismatches or deficiencies, the appropriate

manager (normally the immediate supervisor), will meet with the Employee to identify skills needed for assignment and training required to obtain those skills. Such training may be formal, on-the-job, rotational assignments or any other appropriate developmental activity.

Section 6. The Employer may consider funding no more than one review class for the Fundamentals examination and one review class for the Professional Examination (PE) for each Employee. The Employer may pay for the test cost for the Fundamentals and PE examinations within budgetary controls.

Section 7. When volunteers are being solicited within a work unit for a development project or rotation and there is more than one eligible Employee, as determined by management, and sufficient billets do not exist to accommodate all interested Employees, the most senior eligible Employee will receive the assignment. For purposes of this provision, seniority is based on Service Computation Date (Leave).

Section 8. Employees may request up to one year of Leave Without Pay for educational purposes. Management should make a reasonable effort to accommodate the request considering workload and the ability to accomplish the Employee's work during the absence.

Section 9. Requests for tuition reimbursement for appropriate courses will be managed and governed in accordance local Employer instruction.

Section 10. Employees may request the temporary use of existing equipment (e.g., calculator or computers). For educational purposes, such requests should be approved if the equipment requested is available and granting the request would not adversely affect work operations.

## ARTICLE 29

### UNION FACILITIES

#### Section 1. Union Bulletin Boards.

a. The Employer agrees to provide bulletin boards space for use of the Union. Location shall be determined by agreement between the Appropriate Management Official (AMO) and the Union President. It is intended that these bulletin boards be within easy access of Employee work sites.

b. Any change in the number or the locations of such bulletin board space shall be decided by the AMO and the Union President.

c. All material to be posted shall conform to the Employer's rules and regulations regarding content. All such material shall indicate it was issued by the Union, and the Union shall be solely responsible for its content.

d. The Union shall maintain the bulletin boards in good order.

Section 2. The Union will be provided an office for the conduct of official Labor Management Relations business. At the request of the Union, normal office equipment (such as, but not limited to tables, chairs, file, cabinets, computers and multi-functional devices) that is necessary, reasonable and available will be provided by the Employer. The Union agrees that use of the office will not be abused. The location of the office and size will be by mutual agreement of the parties. A parking space adjacent to the Union office will be provided to the Union.

Section 3. The Employer agrees to provide the Union access to utilize the Employer's email system for the conduct of official Union business to communicate with bargaining unit Employees on issues impacting their conditions of employment.

## ARTICLE 3 0

### GENERAL PROVISIONS

Section 1. The Employer shall provide retirement training upon request to Employees who contemplate retirement. Known retirement plans, for which the Employee is eligible, shall be explained.

Section 2. The Employer agrees to provide free unreserved parking for Employees. It is recognized, however, that the Employer is a tenant activity and that parking is controlled by the host activity.

Section 3. The Employer is not required to distribute printed copies of the Agreement. A non-editable copy of the Collective Bargaining Agreement will be placed on the Employer's web page. After review of the Agreement by higher authority, an electronic copy of the final Agreement will be provided to the Union.

Section 4. Unit members are entitled to make reasonable personal telephone calls during working hours in accordance with current Employer policy.

Section 5. The Employer shall permit participation by Employees in expositions, trade shows, conferences, symposia, seminars, workshops and plant tours sponsored by technical and professional organizations, consistent with workload requirements. Budget permitting, time and travel shall be paid by the Employer.

Section 6. It is agreed and understood that this Agreement must comply with the provisions of Public Law and regulations of appropriate authority in effect at the commencement date of this Agreement. In the event that change of law or regulation mandates amendment, alteration, or change of the terms of the Agreement the Parties agree, upon the request of either Party, to negotiate necessary changes. All Federal laws, rules, regulations, and provisions of this Agreement shall be applied in a fair and equitable manner to all Bargaining Unit Employees.

Section 7. The parties agree that it is in their interest to promote Employee wellness. The Employer will provide bargaining unit Employees access to fitness and health facilities on base and remote sites (where available) for bargaining unit Employee use consistent with base policies. Employees may extend their lunch

period up to 30 minutes (workload/schedule permitting), by adjusting the start and/or end of their shift accordingly, to take advantage of facilities mid-day. Otherwise, facilities are normally available before or after work hours.

Section 8. The Employer encourages the use of the Telework Program in accordance with applicable laws, rules, regulations, and instructions, consistent with mission capability and readiness. Bargaining Unit members may request to telework under established telework procedures which provides for "ad hoc" and "regular and recurring" categories. The Employer will approve/disapprove a request for telework from bargaining unit Employees based on the criteria established in applicable telework procedures for Employee and position eligibility.

## ARTICLE 31

### DURATION AND CHANGES

Section 1. This Agreement shall become effective upon the date of approval by the Department of Defense and shall remain in full force and effect for three years from that date, except that this Agreement shall terminate and not be enforceable at any time if it is determined that the Union is no longer entitled to exclusive recognition under 5 U.S.C. Chapter 71.

Section 2. This Agreement may be opened at any time for modification, addition, or deletion of terms by mutual consent of the Parties.

Section 3. This Agreement shall be renewed automatically for one year periods unless either party gives the other party notice of its intention to renegotiate it, no less than 60 days no more than 90 days prior to its termination date. Negotiations shall begin no later than 30 days after these conditions have been met. If negotiations are not concluded prior to the expiration date, this Agreement will continue in full force and effect until the negotiation process is concluded.

Section 4. Changes to the Agreement shall not be binding on either Party unless such change is executed in writing, signed by the Parties, ratified by the members, and approved by the Department of Defense.

Section 5. No waiver of the terms of this Agreement by the Parties shall constitute precedential action unless executed in compliance with Section 4 of this Article.

ACCEPTED AND AGREED TO  
15 JULY 2015

International Federation of Professional  
And Technical Engineers (IFPTE), Local 77,  
Professional Engineers and Scientists  
Organization (PESO)

Fleet Readiness Center Southwest

---

IFPTE Representative  
Chief Negotiator

---

Captain, U.S. Navy  
Commanding Officer

---

Electronics Engineer  
Negotiator

---

Commander, Naval Installations Command  
Chief negotiator

---

Electronics Engineer  
Negotiator

---

Dir, Research & Engineering Group  
Negotiator

---

Electronics Engineer  
Negotiator

---

Dir, Corporate Operations  
Group Negotiator

---

Electronics Engineer  
Negotiator

---

Human Resources Advisor  
Negotiator