

PREAMBLE

This Collective Bargaining Agreement is entered into by and between the Naval District Washington (NDW) (hereinafter referred to as the Agency or Employer) and the American Federation of Government Employees (AFGE), Local 1923 (hereinafter referred to as the Union or Local).

Whereas the Congress of the United States has found that the right of Employees is to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between the Employees and the Employer involving conditions of employment, the Parties enter into this Agreement with the intent and purpose of promoting these objectives.

It is the intent and purpose of both Parties to the Agreement: (1) to promote and improve the efficient administration of the Agency and acknowledge the major role it plays for the Naval community; (2) to establish and foster a basic understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment within the meaning of the Federal Service Labor- Management Relations Statute; (3) to provide the means for amicable discussion and adjustment of matters of mutual interest at the Naval District Washington; and the Union agrees to encourage efficient work habits on the part of all Employees in the unit and to support the Employer in achieving its mission while promoting the development of goodwill between Employees and the Employer.

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Article 1

RECOGNITION AND COVERAGE OF THIS AGREEMENT

Section 1 Recognition and Coverage

On 26 May 2005, the Federal Labor Relations Authority (FLRA) certified the American Federation of Government Employees (AFGE), AFL-CIO as the exclusive representative of the unit to which this agreement applies. Subsequently, by letter dated 26 May 2005, AFGE, AFL-CIO delegated representation authority to AFGE, Local 1923. The AFGE, Local 1923, is recognized as the exclusive representative of all Employees of the NDW Region excluding: professional Employees; management officials; supervisors; police officers, security guards, fire department personnel; all nonappropriated fund Employees; and Employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7). The FLRA case numbers are WA-RP-04-0024, WA-RP-04-0025, WA-RP-04-0026, WA-RP-04-0036, and WA-RP-04-0065 and the current bargaining unit status code is 1696.

Section 2. NDW Installations and Facilities

The Collective Bargaining Agreement will be serviced by AFGE Local 1923 and NDW. The Union recognizes its responsibility of representing the interest of all such Employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices and matters affecting working conditions. NDW is currently comprised of the following: HQ NDW, NSA North Potomac, to include NSF Naval Observatory, NSF Potomac Annex, NSF Arlington, NSF Thurmont, and NSF Carderock; NSA Washington, to include Washington Navy Yard, NSF Anacostia, NSF Naval Research Laboratory, and NSF Suitland; NSA Annapolis, to include NSF Annapolis and NSF Chesapeake Beach, FT Meade; NAS Patuxent River, to include NSF Patuxent River, NSF Solomons Island, and OLF Webster Field; and NSA South Potomac, to include NSF Dahlgren, NSF Indian Head, NSF Andrews, and NSF Fort Belvoir.

Article 2

GOVERNING LAWS AND REGULATIONS

Section 1. Relationship to Laws and Government-Wide Rules and Regulations

In the administration of all matters covered by this Agreement, the Union, Agency, and Employees are subject to all applicable existing or future laws and regulations from the Office of Personnel Management (OPM) and appropriate authorities of the Federal government, and published Agency policies and regulations in existence at the time this Agreement is approved.

Section 2. Other Agreements or Past Practices

This Agreement rescinds any Memoranda of Understanding, Memoranda of Agreement, and any other written agreements and past practices that pre-existed this Agreement.

Section 3. Definitions Applicable to this Agreement

- a. "Days" means calendar days unless otherwise specified.
- b. "Employee" means bargaining unit employee, unless otherwise specified. References to "He/him/his" are gender neutral and apply to person(s) impacted by this Agreement.
- c. "Position" means bargaining unit position, unless otherwise specified.
- d. "Union Employee Representative" means Representative of a Union who is an activity employee.
- e. "AFGE Representative" means a union representative who is not an activity employee (i.e. an AFGE National or AFGE Local 1923 Employee).

Article 3

EMPLOYEE RIGHTS

The following employee rights are in addition to other employee rights covered in this Agreement.

Section 1. Right to Join a Union

In accordance with 5 U.S.C. Chapter 71 [The Federal Service Labor Management Relations Statute]:

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right-

- a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this chapter.

Section 2. Workplace Violence

Employees, individually and collectively, have the right to expect and to pursue conditions of employment that promote and sustain human dignity and respect. Employees will not be subjected to intimidation, coercion, harassment, or unreasonable working conditions such as reprisal. The Parties agree that Employee conduct in the workplace will be expected to conform to the requirements of government wide laws, rules, and regulations. In the interest of maintaining a congenial and efficient work environment, management and Employees will treat each other with professional courtesy. Violence in the workplace will not be tolerated. The Parties therefore acknowledge a mutual responsibility to work with all Employees to maintain a work environment free from intimidation, coercion, and harassment. Any violence or threat of violence is unacceptable in the workplace, and may subject the Employee to immediate removal from the premises, disciplinary

action that may include removal from the Federal service and/or criminal penalties. Additionally, the Parties agree that all Employees have a responsibility to timely report workplace violence, and/or the threat of violence to a supervisor, manager, or appropriate security personnel.

Article 4

MANAGEMENT RIGHTS

Section 1. Management Rights

In accordance with 5 U.S.C. Chapter 71, nothing in this chapter shall affect the authority of any management official of any Agency-

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the Agency; and
- b. In accordance with applicable laws-
 1. To hire, assign, direct, layoff, and retain Employees in the Agency or to suspend, remove, reduce in grade or pay, or 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-
 - (A). Among properly ranked and certified candidates for promotion; or
 - (B). Any other appropriate source; and
 4. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. Emergencies and Emergency Actions

- a. When an Installation Commanding Officer takes action to address an emergency and such action(s) require the installation to be closed or access and egress to the installation is changed or the emergency requires the Commanding Officer to take other necessary action, the Commanding Officer will not be limited in

taking such action(s). The Union will be notified as soon as possible of changes.

b. Depending on the emergency, the Employer may order one or more Employees to evacuate their worksite and work from home, or another alternative location, as a safe haven.

Article 5

UNION RIGHTS AND RESPONSIBILITIES

Section 1. Representation Rights and Duties

In accordance with 5 U.S.C. Chapter 71-

- a. A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.
- b. An exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at
 1. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
 2. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if
 - (A). The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (B). The employee requests representation.
- c. Nothing in this Section abrogates the right of the Agency to conduct investigations.

Section 2. List of Union Officials

The Union will provide the Agency with a current list of Union Employee Representatives and authorized AFGE Representatives, to include names, titles, organization, telephone numbers, and current email addresses on the first business day of each quarter. Also on the first business day of each quarter, the Union will

provide the Agency with the name, current address, and current telephone number for the Union point of contact for official notifications. The Union also will notify the Agency within five (5) days of changes of representatives and provide to the Agency the information specified above, as applicable, for each new representative.

Section 3. AFGE Representatives

- a. The Union must provide a minimum forty-eight (48) hour advance notice for authorized AFGE Representatives seeking admission to Employer facilities. The Agency agrees that it will normally grant permission for the purpose of:
 1. Meeting with officials of the Agency during work hours
 2. Meeting with bargaining unit Employees during non-work hours in non-work spaces
- b. The forty-eight (48) hour notice will be in writing (email is acceptable) to the Agency's Human Resources Office Washington-Labor Management Relations (HROW-LMR) Office.
- c. The right of the Union to be represented at formal discussions includes the opportunity to speak, make statements and ask questions but does not include the right to determine the meeting agenda, or take charge of, usurp, or otherwise disrupt the meeting.

Section 4. Official Time

- a. Policy Statement:
 1. The Agency recognizes that Union Employee Representatives have the responsibility of carrying out representational duties.
 2. The Union recognizes that Union Employee Representatives, when not engaged in authorized labor-management activities, are expected to accomplish the duties of their assigned positions.
- b. Procedures: The procedures for securing approval for official time and conducting representational business is as follows. Union Employee Representatives shall:
 1. advise their immediate supervisor in advance that they need to conduct Union business and inform the supervisor of the approximate time they will need and when they will return.

(A). Official time shall be tracked via official time form (Appendix A) and used properly. Union Employee Representatives must submit their approved official time usages into the Agency's recognized time and attendance system each week.

(B). The Union Employee Representatives must receive authorization for the official time from their immediate supervisor or designee in advance. If the workload does not permit the employee to be spared at that time, the time will be granted, when possible, in two business days.

(C). Overtime will not be granted for representational duties.

2. make arrangements with the immediate supervisor in the location to be used for representational business and provide the general nature and expected duration of the business.

(A). The Union Employee representative will check in with the supervisor in the visited area prior to commencing Union Employee Representative business.

(B). The Parties will carry out their duties promptly.

(C). The Employee and the Union Employee Representative will meet in a location that affords privacy and security for the Parties.

c. Appropriate Uses for Official Time:

1. It is recognized that the Union Employee Representatives may need a reasonable amount of official time to conduct authorized Union business.

(A). The Union Employee Representative who is located at the Washington Navy Yard will receive 8 hours official time per pay period to represent Bargaining Unit Employees including Employees at Dahlgren, Indian Head, and Patuxent River.

2. Official time will not be approved or used for internal Union business. A reasonable amount of official time, but not overtime, will be granted by the Agency for authorized representational business. Official time must be requested and approved in advance for the following activities that meet the test for reasonable amounts of official time:

(A). Attendance at formal discussions or examinations concerning any matter covered by 5 U.S.C. 7114(a)(2)(A) and (B), such as personnel policies, practices, and other general conditions of employment

(B). Attendance at the recognized events to which the Union has been invited by the Agency.

(C). Time in connection with statutory (e.g., MSPB, etc.) appeal procedures in which the Union is designated as the Representative.

(D). Time in connection with agreed to bargaining.

(E). Attendance at oral replies on proposed disciplinary, adverse actions, or unacceptable performance actions under this Agreement.

(F). To prepare a written reply to a notice of proposed disciplinary action, adverse or unacceptable performance action.

(G). Attendance at meetings with the Agency or FLRA to discuss or present unfair labor practice charges or unit clarification petitions.

(H). To prepare for arbitration in accordance with Article 12.

(I). To participate in an FLRA investigation or hearing preparation as a representative of the Union.

Section 5. Union Notification

The Union may be given written notice at least fifteen (15) workdays in advance before detailing a Union Employee Representative, other than a detail at that Employees request, provided the Agency has advance notice for the need for a detail.

Section 6. Access to Information

Pursuant to 5 U.S.C. 7114(b)(4) of the Statute, the Employer agrees to provide the Union with information that is normally maintained, reasonably available, and necessary for full and proper discussion, understanding, and negotiation of subjects

within the scope of collective bargaining. This information will be provided to the Union at no cost and in a reasonable amount of time, provided the release of that information does not violate law and statute and the Union has demonstrated particularized need.

Article 6

DEDUCTION OF VOLUNTARY ALLOTMENTS

Section 1. Payroll Deduction Requirements

The Agency agrees to deduct the regular and periodic allotments of the Union from the pay of members who are in the bargaining unit of recognition and who make a voluntary allotment for that purpose. The regular net salary of the employee, after legal and required deductions, must be sufficient to cover the amount of the authorized Union allotment deductions. This allotment will be for allotments paid in regular periodic amounts required to maintain an employee and not initiation fees, special assessments, back allotments, fines, or similar items not considered allotments.

Section 2. Authorization and Deduction of Voluntary Allotments

- a. Employees will authorize voluntary allotments for the payments of allotments to the Union by signing and submitting a current standard form (SF) 1187 to the Agency's HROW-LMR. The allotments will be withheld on a biweekly basis conforming to regular pay periods. Deductions for the allotment will begin on the first complete biweekly pay period following the completion of processing the allotment form SF-1187.
- b. Nothing in this Agreement will require an Employee to pay money to an organization except pursuant to a voluntary written authorization made by the Employee for payment of allotments through payroll deductions in accordance with the provisions of this article.
- c. An exclusive representative is responsible for representing the interests of all Employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 3. Termination

An Employee's allotment will terminate when the Employee is: separated from the Agency; resigns; no longer in the bargaining unit; suspended or expelled from the Union; or when the Employee cancels the allotment voluntarily. Terminations required by separation, resignation, or loss of bargaining unit status or union membership will be effective on the date of these occurrences.

Section 4. Voluntary Cancellation of Allotment Deductions

An Employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to HROW-LMR, provided the Employee has been in dues withholding for one (1) year. The Employee must submit the revocation ten (10) days prior to and including the anniversary date of the deduction. Upon receipt of the revocation form which has been properly completed and signed by an Employee during the appropriate revocation period, the Employer will discontinue the withholding of dues from the Employee's pay effective the first full pay period after the revocation. There will be only one (1) revocation period each year. The payroll office will notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

Section 5. Employer Responsibilities

- a. Notify the Union if the payroll office or its address changes;
- b. Ensure that Employees who are transferred, reassigned, or otherwise relocated within the bargaining unit remain on allotment deductions;
- c. Process the voluntary allotments received by the Union in accordance with this article;
- d. Withhold Employee deductions on a biweekly basis;
- e. Transmit remittance checks to the local allottee designated by the Union in accordance with this article, and;
- f. Upon request from an Employee, process the current SF1188s in accordance with the terms and conditions specified on the current SF-1187s and in accordance with this article.

Section 6. Union Responsibilities

- a. Fully inform members of the voluntary nature of allotment deductions;
- b. Ensure the availability of SF-1187 and SF-1188 forms;
- c. Certify on the SF-1187 the amount of allotments to be deducted each biweekly pay period and such certification being made by the Union President;
- d. Forward completed SF-1187 forms to the Agency's HRO-W LMR; and

- e. Notify the payroll office when an Employee with an allotment ceases to be a Union member in good standing and forwards completed SF-1188 to the payroll office.

Section 7. Changes to Allotment Deduction Amount

When the Union finds it necessary to change the amount of allotment deductions, the Union will send a certification of the change to the Agency's payroll office. The changed amount of allotments will be deducted on the first pay period after the processing of the certification or at a later designated date if requested by the Union. However, these changes will not be made more than once per calendar year.

Section 8. Remittance - Allotment Payment to Union

The Agency will remit payment for allotments collected to the Union each pay period.

Article 7

COMMUNICATIONS

Section 1. Bulletin Boards

- a. The Agency will provide to the Union exclusive use of one 2 ½' by 3 ½' uncovered bulletin board to be located in one (1) building per Agency installation. The Union will title the designated bulletin boards with headers indicating such bulletin boards are sponsored by the Union. Material will be posted on the bulletin boards directly by a Union Employee Representative at the Union's expense.
- b. The Union will not post any material that is untrue or that is scandalous or derogatory of an Agency, individual or other Union. If the Agency objects to any posted item, HROW-LMR will inform the Union prior to removing it. The Union will not post materials in any space in the Agency's premises other than the Union's designated bulletin boards. The Union will not post information on bulletin boards that contain items relating to partisan political matters.

Section 2. Distribution of Material

- a. Upon reasonable advance written notice to the HROW-LMR, the Union may distribute printed material to Employees in non-work areas of the Agency's premises provided that the distribution is performed by an employee during his/her non-duty time, the distribution does not create a litter problem, work disturbance, or employee traffic problem, and the material distributed is not obscene or illegal and does not reflect adversely on the integrity of the Agency, any individual, or other Union.
- b. All Union communications shall clearly identify "AFGE, Local 1923" as the source of the communication. Material distributed will be at the expense of the Union. The distribution will be permitted on a weekday either between 6:30 a.m. and 8:30 a.m. or between 5:30 p.m. and 7:00 p.m. Material may also be distributed during the Employees' designated lunch break. The distribution will not be performed in areas in which no Union Employees are located or where Employees who are represented by another bargaining unit are located. In the event that materials are littered, it shall be the responsibility of the distributing Employee to pick up any discarded material.

- c. The Union shall not communicate to Employees while they are in a duty status, except for representational business.

Section 3. Use of Agency Equipment

The Agency will consider the Union's requests to use the Agency's telephones, fax machines and photocopiers in connection with representational activities for which official time is authorized for that representative under Article 5. The use is subject to the operational priorities of the Agency. A Union Employee Representative, while on official time, may use the computer assigned to him at his workstation in connection with representational duties.

Section 4. Copies of Agreement

- a. The Agency will provide the Union with three (3) original copies of this Agreement.
- b. The Agency will provide the Union with an electronic copy of the Agreement in a format such as a read-only PDF file.

Section 5. New Employee Orientation

- a. New employee orientation sessions shall not be used to solicit membership in the labor organization. During New Employee Orientation at the Navy Yard, the Agency will permit the Union to make a presentation after the conclusion of the Agency's presentation to AFGE Bargaining Unit Employees.
- b. During the New Employee Orientation, the Union will have a representative to conduct a twenty (20) minute orientation on the benefits of AFGE membership. The Union understands and accepts that it will not solicit membership, but only inform the designated Bargaining Unit Employees of the availability of union services. In this respect the union may also distribute literature to the above referenced designated Bargaining Unit Employees in those instances where a Union representative is unavailable.

c. The Agency will provide each new employee who is designated a Bargaining Unit Employee with AFGE material (no more than 10 pages) provided by AFGE. The content of the material shall not be libelous or promote Agency sponsorship of the AFGE. It shall be the responsibility of the Union to provide an adequate supply of this material for distribution at the New Employee Orientation when an AFGE representative is not available. The Agency will assist the union in identifying designated AFGE Bargaining Unit new Employees at this orientation. In the event New Employee Orientation is held at an installation other than the Navy Yard, the Agency will make every attempt to timely notify the Union in advance.

Section 6. Requests

Information relevant to Employees may be requested by the Union through the HROW-LMR in accordance with 5 U.S.C. 7114(b) (4). Such requests will be in writing, specifically identify the information desired, and state the particularized need. Information which is reasonably requested and which is not protected under applicable law or regulation will be provided to the Union as soon as possible after the request is received.

Section 7. Labor Management Relations Meetings

a. Communication is important in promoting effective labor management relations (LMR). For this purpose, the Employer and the Union will hold regular LMR meetings to exchange ideas concerning LMR issues, exclusive of any bargaining and/or impact and implementation issues. The purpose of such meetings will be attempting to resolve problems such as the working environment of Employees, administering this Agreement, and improving operational efficiency. Grievances will be considered at these meetings with the consent of both Parties. Such meetings will be conducted in an atmosphere that fosters mutual respect.

b. LMR communication meetings shall in no way nullify or take away the right of the Union to bargain negotiable matters. These meetings will not circumvent established grievance and negotiation procedures/meetings set forth in this Agreement, nor any other procedure provided for in law or regulations for the resolution of disputes. Such meetings will be conducted during regular duty hours. Union Employee Representatives in attendance are authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status.

- c. The President of the Union, or designee, and the Regional Executive Director, or designee, will meet on an annual basis to discuss LMR issues. The President will submit an agenda to the HROW-LMR fourteen (14) days in advance of the meeting. Attendance at these meetings will be limited to the management representative, HROW-LMR representative, the President of the Union, or designee, and one additional representative from the Union.
- d. By mutual consent, the Parties may meet more often to discuss urgent labor-management issues. If the nature of an issue(s) involves a time-sensitive matter(s), the party seeking the meeting will provide an agenda in advance of the meeting at the earliest opportunity.

Section 8. Unfair Labor Practice Charges

- a. Prior to filing an Unfair Labor Practice (ULP) charge, the charging Party will contact HROW-LMR and provide a written summary of the dispute before filing with the Federal Labor Relations Authority (FLRA). The summary will contain specific information about the event(s) including individuals involved, where and when it occurred, and why it constitutes a ULP. The charged Party shall have 15 calendar days to investigate the matter. At the conclusion of the 15 days, the Parties shall discuss the results of the investigation. If the matter is resolved to the satisfaction of the Parties, then the matter will be closed. If the matter is not fully resolved and the charging Party decides to file a charge with the FLRA, the Parties agree to first attempt resolution through ADR and will notify the FMCS and request an available mediator not more than seven days after completing discussions on the results of the investigation. The charging Party may forward the charge to the FLRA if any of the above provisions of this paragraph have not been complied with, within the specified timeframe, unless the Parties mutually agree to an extension.
- b. The Parties agree to participate in at least four (4) hours of mediation in accordance with FMCS procedures. The mediator does not have the power to render a binding decision or force an agreement on the Parties.
- c. Any part of the alleged ULP not resolved in mediation may continue to be processed in accordance with the Federal Service Labor-Management Relations Statute. When there is partial settlement of the charge, the charging Party will submit only the unresolved issue(s) to the FLRA within seven (7) calendar days after the close of the mediation and concurrently serve the charged Party with a copy.

Article 8

UNION ACCESS TO AGENCY SPACE AND SERVICES

Section 1 Office Space and Equipment

- a. The Agency agrees to provide the union with office space located at the Washington Navy Yard or NSF Anacostia for representational duties. This office is to be used for representational purposes for all NDW Installations and Facilities as described in Section 2 of Article 1 of this agreement. Bargaining unit representation will be handled centrally through this office in accordance with Article 5 of this agreement. The Agency will provide the Union with office space, to consist of at least the following furnishings: a desk, two chairs, one four-drawer filing cabinet, and one small bookcase.
- b. When available, the Agency will provide office equipment, including at least one each of the following:
 1. One (1) multi-purpose office machine ("4-in-1");
 2. Telephone with access to FTS and AUTOVON/DSN. Telephone service for the office shall be at the expense of the Union.
- c. Agency equipment may not be used for internal Union business. Internal Union business includes, but is not limited to, the solicitation of membership, elections of Union officials, and collection of allotments.

Section 2. Agency Conference and/or Meeting Areas

- a. The Union, upon advance written request and approval, may use an Agency conference room or other meeting space, when available. Generally, such use must be for representational purposes. If a meeting space is used for internal Union business, the meetings must be conducted during non-duty hours (including a lunch break). The Union will request the use of facilities as far in advance as possible, but in no case less than 24 hours before the scheduled meeting.
- b. When requesting or reserving meeting space, the Union Employee Representative must indicate that the Union is sponsoring the meeting. The

Union will exercise reasonable care and due consideration for the maintenance of the meeting space.

c. The Agency may rescind approval for any use of meeting space if the Agency's operational needs require. The Agency is not obligated to find the Union a new room to use unless the Union submits a new written request.

Section 3. Additional Office Space, Equipment, and Furnishings

Any future request(s) for Union office space, furnishings, and communications equipment will be considered by the Agency only during the renegotiation of this Agreement.

Section 4. Union Use of Email

The Union's use of the Employer's electronic mail shall be limited to communications between Union Employee Representatives, the Agency, and Employees for the purpose of official representational business or matters directly related to this Agreement.

Article 9

DISCIPLINE AND ADVERSE ACTION

Section 1. Definitions, Exclusions, and Considerations

For the purposes of this article, a disciplinary action is defined as a written reprimand to suspension of fourteen (14) calendar days or less. An adverse action is defined as a removal (but not termination of probationary Employees), a reduction in grade, a reduction in pay, suspension of more than fourteen (14) calendar days, and a furlough of thirty (30) calendar days or less. Employees will be the subject of disciplinary or adverse action only for just cause. The provisions of this article do not apply to a suspension or removal under 5 U.S.C.7532; a reduction-in-force action under 5 U.S.C. 3502; or a reduction-in-grade or removal under 5 U.S.C. 4303.

In order to ensure high standards of government service and maintain public confidence in the Department of the Navy, disciplinary and adverse actions may be taken only for such as will promote the efficiency of the service. In effecting all disciplinary and adverse actions, the Employer will consider relevant mitigating and aggravating circumstances (otherwise known as the "Douglas Factors") in determining the level or severity of such actions. The degree of discipline administered will be proportionate to the offense and will be determined on a case-by-case basis.

Section 2. Counseling, Warnings and Letters of Caution

Counseling, oral or written warnings and Letters of Caution are informal in nature and are not considered disciplinary actions. These activities shall normally be conducted in private and in such a manner so as to avoid embarrassment of the employee. Written warnings will not be placed in the employee's Official Personnel Folder (OPF).

Section 3. Letters of Requirement

Letters of Requirement concern Employees' leave usage. Letters of Requirement are non-disciplinary and will not be placed in the employees OPF.

Section 4. Letters of Reprimands

An official Letter of Reprimand is a written disciplinary action that is issued to an employee. The letter will specify the reason(s) for the action. A copy of the Letter of Reprimand will be placed in the employee's OPF and maintained for not less than one (1) but no more than two (2) years. An employee may request to review their OPF to ensure a Letter of Reprimand has been timely removed.

Section 5. Employee Rights

An employee who is issued either a final disciplinary action or a suspension for fourteen (14) calendar days or less or an adverse action has all the rights as enumerated in applicable law and regulation.

- a. An employee against whom a proposed suspension of fourteen (14) days or less is entitled to an advance written notice of seven (7) days stating the specific reasons for the proposed action. The employee will have seven (7) days from receipt of the notice to respond either in writing or orally or both as to any reason(s) disciplinary action should not be taken, and to have a representative. After considering the employee's response or if the employee has not submitted a response within the designated timeframe or received an extension to respond, the Employer will issue a written decision. An employee may grieve a disciplinary action in accordance with this Agreement and any such grievance will be initiated at the third step.
- b. An employee against whom an adverse action is proposed is entitled to an advance notice of thirty (30) days stating the specific reasons for the proposed action. The employee will have fifteen (15) days from the receipt of the notice to respond either in writing or orally or both as to any reason(s) adverse action should not be taken, and to have a representative. After considering the employee's response, or if the employee has not submitted a response within the designated timeframe or received an extension to respond, the Employer will issue a written decision. In accordance with 5 U.S.C. 7121(d), an employee may appeal an adverse action decision to the Merit Systems Protection Board (MSPB) or the employee may file a written grievance under the terms of this Agreement, but not both. Any such grievance will be initiated at the third step.

Section 6. Requests for Time Extensions

Any request for extension of time to reply to a disciplinary or adverse action must be in writing, received prior to the deadline, and state the reason why the request for an extension is necessary. Reply period extensions shall not exceed seven (7) calendar days and the employee or representative shall be limited to one (1) request for an extension to answer a disciplinary or adverse action proposal unless both Parties agree to further extensions.

The Agency recognizes that an employee may submit and seek resolution of grievances under the provisions of this article. This article is designed to provide a mutually acceptable means of resolving grievances.

Section 7. Last Chance Agreements

The Employer may offer a last chance agreement (LCA) to the Union or an Employee receiving a proposed removal. The Union or an Employee may request that the Employer consider issuing a LCA in lieu of removal. However, tendering LCA is strictly the right of the Employer.

- a. The employee has the right to a representative present at all meetings at which the LCA is discussed.
- b. LCA will not in any way modify or otherwise change this Agreement.
 1. Neither the termination nor any issue of termination originating from a LCA will be subject to the grievance procedure and arbitration provisions of this Agreement. A LCA is expressly excluded from arbitration including determining whether the LCA was violated.
 2. The Employer will give notice to the Union when a last chance offer is made. The Union will have the opportunity to be present during last chance discussions with the employee. The Parties understand that although the LCA is a voluntary resolution the employee can refuse the LCA.
- c. LCA will not be valid unless:
 1. The employee is given the opportunity to consult and/or discuss the matter with the Union representative or designee.

2. The LCA is signed in the presence of the employee's representative.

Section 8. Alternative Discipline

- a. The Employer may offer alternative discipline to an Employee receiving discipline (other than removal). The Union or Employee may request that the Employer consider alternative discipline. However, alternative discipline is strictly the right of the Employer.
- b. Alternative discipline requires a written agreement that may be offered in lieu of traditional discipline. Alternative discipline is usually only available for the first instance of misconduct warranting a disciplinary action. Alternative discipline is not appropriate in the following instances:
 1. Misconduct that warrants removal;
 2. Criminal offenses;
 3. Misconduct where statute dictates the penalty; and
 4. Misconduct where the Employee's continued presence in the workplace may:
 - (A). Pose a threat to the employee or others;
 - (B). Result in loss of or damage to Government property, or;
 - (C). Otherwise jeopardize legitimate Government interests.
- c. Alternative discipline is for the mutual benefit of the Parties and does not establish any precedent. The Union shall not introduce or refer to alternative discipline agreements as precedent setting during disciplinary discussions, or during grievance processing, arbitration, or litigation. Alternative discipline is an exclusive option of the Employer and may be exercised when the Employer determines. The Union may request alternative discipline but the Employer has sole discretion to invoke or deny alternative discipline requests.

Article 10

PERFORMANCE MANAGEMENT

Section 1. Overview

Employee performance management will be conducted in accordance with the Department of Navy Performance Management Program, 5 C.F.R. 430, 5 C.F.R. 432, and 5 C.F.R.752.

Section 2. Performance Plan

Each employee will be given a written performance plan based on work assignments and responsibilities within thirty (30) days after the beginning of each appraisal period, permanent assignment to a new position and of each detail or temporary promotion expected to last one-hundred and twenty (120) days or longer. Performance plans include all critical elements and related performance standards.

Section 3. Interim Appraisal

Each employee will be given at least one (1) interim performance appraisal midway through the appraisal period. This appraisal will, at a minimum, inform the employee of his or her level of performance on his or her established performance plan. The first level supervisor and employee must sign the performance appraisal.

Section 4. Final Appraisal

Each employee will be given a rating of record within thirty (30) days after the end of the appraisal period unless the employee has not completed the ninety (90) day minimum period of performance. The rating of record will be given to the employee in writing within ninety (90) days of the end of the appraisal cycle. The first level supervisor and employee must sign the rating of record.

Section 5. Prior to a Performance Improvement Plan (PIP)

Many performance problems can be resolved through communication between the supervisor and their employee. Prior to a supervisor taking a performance based action, i.e. PIP, under 5 C.F.R. Part 432 the following will occur:

- a. The supervisor shall meet with the employee and make the employee aware that their performance is falling short of or has become unacceptable. This meeting shall be conducted in a private place.
- b. At the meeting the supervisor will explain how the Employees work is to be accomplished to bring their work to an acceptable level. If the Employee desires, a Union Employee Representative may be present during the first PIP meeting for "observer" purposes only.
- c. After the counseling meeting, the supervisor shall summarize in writing their comments made, date the memorandum and provide a copy to the employee.
- d. The meeting can occur at any time throughout the appraisal cycle.

Section 6. Performance Improvement Plan

At any time during the appraisal period that performance is determined to be "Unacceptable" in one or more critical elements, the employee will be placed on a Performance Improvement Plan (PIP). The PIP must be in writing and include the critical element(s) determined to be "Unacceptable;" the performance requirement(s) and "Acceptable" standard that must be attained to demonstrate acceptable performance; a reasonable opportunity to demonstrate acceptable performance; assistance in improving performance; and notice that unless performance in the critical element(s) improves to and is sustained at the acceptable level the employee will be reduced in grade or removed from Federal service. The Employee placed in a PIP will have a designated time to complete the PIP within the time frame, and as appropriate, the supervisor or designee will have at least four meetings with the Employee to inform the affected Employee as to how they are satisfying the expectations of the PIP, and what the Employee may do to improve, if necessary and as appropriate.

Article 11

GRIEVANCE PROCEDURES

Section 1. General

The Parties recognize that the Union, Agency, and employee may submit and seek resolution of grievances under the provisions of this article. This article is designed to provide a mutually acceptable means of resolving grievances. Any and all complaints and disputes arising during the term of this Agreement between the Union, Agency and/or employee(s) shall be handled in accordance with this article.

Section 2. Right to File

Except as provided below, a grievance may be initiated by Employees, individually or jointly, by the Union itself, by the Union on behalf of one or more Employees, or by the Agency. Excluding the items delineated in Section 4 of this article, a grievance is defined as any complaint:

- a. By an employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By an employee, the Agency, or the Union concerning:
 1. The effect of 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. A flowchart of this grievance procedure is provided as Appendix B.

Section 3. Jurisdiction

- a. This grievance procedure will be the exclusive procedure available to Employees, the Agency, and the Union for resolving any grievance, except as provided in subsections 3(b), (c), and (d) of this article.

b. The aggrieved Party may seek redress under this article or under the ULP procedures but not both. A Party will be deemed to have exercised their option to raise a matter either under the appropriate statutory procedure or under this grievance procedure at such time as the Party timely files an unfair labor practice charge or timely files a grievance in writing in accordance with the provisions of this article, whichever occurs first.

c. A grievance involving discrimination based upon race, color, religion, gender, national origin, age, handicapping condition, marital status, or political affiliation may, at the discretion of the grievant, be raised either under the appropriate statutory procedure or under this grievance procedure but not both. Pursuant to 5 U.S.C. 7121(d), an employee will be deemed to have exercised his option to raise a matter either under the appropriate statutory procedure or under this grievance procedure at such time as the employee timely files the statutory complaint or timely files a grievance in writing in accordance with the provisions of this article, whichever event occurs first. Once an election has been made, the applicable procedure must be followed.

d. An employee who receives a written decision letter effecting an adverse action based on conduct or unacceptable performance action may elect to challenge such action in only one of the following ways:

1. By filing an appeal with the MSPB in accordance with applicable law and regulation; or
2. By filing a grievance in accordance with the provisions of the agreement.
3. By filing a formal complaint of discrimination under the administrative EEO process

Section 4. Exclusions

This article will not apply to any grievance concerning:

- a. Any claimed violation of 5 U.S.C Chapter 73, subchapter III (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;

- c. A suspension or removal under 5 U.S.C. 7532 (relating to national security matters); .
- d. Any examination, certification, or appointment of candidates for Federal employment (5 U.S.C.712l(c) (4));
- e. The classification of any position that does not result in the reduction of either grade or pay of any employee;
- f. The removal of a probationary, trial period, limited appointment, or term employee;
- g. Non-selection for promotion from a group of properly rated and ranked candidates except if such action is alleged to have been taken for discriminatory reasons prohibited by statute, that issue may be grieved under this procedure;
- h. Filling of supervisory position or other positions outside the bargaining unit;
- i. To grant, or failure to grant, a quality step increase, cash award or honor award, or the adoption of, or failure to adopt, an employee suggestion or invention;
- j. Nondisciplinary counselings, warnings, or notices of proposed actions;
- k. An appeal by an employee of a RIF action;
- l. Any matter affecting conditions of employment over which the Agency has no jurisdictional control (e.g., traffic violations, revocations of base decals, eligibility for a security clearance);
- m. Content or substance of performance standards, elements, objectives of an employee's performance plan;
- n. Denial of training requests;
- o. Letters of Requirement;

- p. Matters affecting other Employees or non-bargaining unit Employees but not the employee;
- q. Denial of Voluntary Separation Incentive Pay or Voluntary Early Retirement; or
- r. Adverse Action taken for misconduct related to child pornography.

Section 5. Union representation

A grievant is entitled to be assisted by a Union Representative in the submission of grievances, or may submit grievances without Union representation. If a grievant submits a grievance without Union representation, the Union will be given the opportunity to be present at all formal discussions of the grievance. To the extent possible, the Union will be given reasonable advance notice of such discussions. An employee does not have the right to take a matter to arbitration unless the Union agrees to do so.

Section 6. Required Elements

- a. The name and contact information of the grievant(s);
- b. The date submitted
- c. A description of the alleged violation in order to identify the basis of the grievance;
- d. References to the appropriate contractual provision, law, rule, or regulation alleged to have been violated;
- e. A statement of remedy sought;
- f. The name of the grievant's office;
- g. Whether the employee requests a meeting with the grievance official; and
- h. The grievant's representative and contact information.

Failure to include any of the above will result in the rejection of the grievance. Such a grievance may be resubmitted if revised to include the necessary element(s) and presented within the original grievance timeframe.

Section 7. Procedures

A grievance submitted by an employee(s) shall be processed as follows:

Step 1. An employee and/or his/her representative shall present the grievance in writing to the employee's immediate level supervisor within seven (7) calendar days of the date that the employee became aware or should have become aware of the act or occurrence. The Step 1 official (or designee) shall meet with the employee and his/her representative, if requested on the grievance form (Appendix B), and provide a written decision to the employee and his/her representative within fourteen (14) calendar days of receipt of the grievance. If a grievance meeting is held, a written grievance decision is due within fourteen (14) calendar days of that meeting.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the employee and/or his/her representative may present a Step 2 grievance to a higher level supervisor. The Step 2 grievance must be presented in writing within seven (7) calendar days of the date the employee or his/her representative received the Step 1 decision. The Step 2 official (or designee) shall meet with the employee and his/her representative, if requested on the grievance form (Appendix B) and provide a written decision to the employee and his/her representative within fourteen (14) calendar days of receipt of the grievance. If a grievance meeting is held, a written grievance decision is due within fourteen (14) calendar days of that meeting.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the employee and/or his/her representative may present a Step 3 grievance to the Step 3 grievance official. The Installation Commanding Officer (for installation Employees) or the appropriate Regional Program Director (for regional employees) is the Step 3 grievance official. The Step 3 grievance must be presented in writing within seven (7) calendar days of the date the employee or his/her representative received the Step 2 decision. The Step 3 official (or designee) shall meet with the employee and his/her representative, if requested on the grievance form (Appendix B), and provide a written decision to the employee and his/her representative within fourteen (14) calendar days of receipt of the grievance. If a grievance meeting is held, a

written grievance decision is due within fourteen (14) calendar days of that meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the employee and/or his/her representative may present a Step 4 grievance to the Step 4 grievance official. The Regional N-Code Director is the Step 4 grievance official. The Step 4 grievance must be presented in writing within seven (7) calendar days of the date the employee or his/her representative received the Step 3 decision. The Step 4 official (or designee) shall meet with the employee and his/her representative, if requested on the grievance form (Appendix B), and provide a written decision to the employee and his/her representative within fourteen (14) calendar days of receipt of the grievance. If a grievance meeting is held, a written grievance decision is due within fourteen (14) calendar days of that meeting.

If the grievant is not satisfied with the Step 4 decision, the Union may within fourteen (14) calendar days, request the matter be submitted to mediation in accordance with Section 11 of this article. Only issues which have completed mediation shall be ripe for arbitration.

Section 8. Agency and Union Initiated Grievances

Agency and Union initiated grievances are filed at Step 3 of the grievance procedure within seven (7) calendar days of the incident or knowledge of the incident which gave rise to the grievance. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the Parties. If requested by the moving Party, the Parties will meet to discuss the grievance within fourteen (14) calendar days of submission of the grievance. A final written decision will be issued by the nonmoving Party within fourteen (14) calendar days of receipt of the grievance. If a grievance meeting is held, a written grievance decision is due within fourteen (14) calendar days of that meeting. If the decision is unsatisfactory to the moving Party, the moving Party (the Union or Agency) may submit the issue to mediation in accordance with Section 11 of this article. Only issues which have completed mediation shall be ripe for arbitration.

Section 9. General Rules

- a. Failure of the Agency or the Union to render a decision within the time limits specified in this article will entitle the grievant to progress the

grievance to the next step without a decision. Failure of a grievant or Union Representative to observe the time limits specified in this article, where no extension has been granted, shall result in a complete termination of the grievance.

- b. If a Party withdraws a grievance, the withdrawal is final and therefore with prejudice.
- c. If the deadline for any action in this article falls on a non-workday e.g., Saturday, Sunday, or Holiday, the deadline will be extended to the next workday.
- d. Multiple grievances in the same office, over the same issue, may be initiated as either a group grievance or as single grievances at any time during the time limits of Step1. Grouping grievances currently in process with later occurring incidents may not extend the time frame for any individual grievance. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent.
- e. The time limits of this article may be extended by mutual consent prior to the deadline.

Section 10. Official Time and Witness

- a. During the grievance process, an employee will be afforded a reasonable amount of official time to prepare for discussion and to present a grievance under this article. During the grievance process, any witnesses employed by the Agency as determined by either Party to be necessary to the resolution of the grievance will be afforded a reasonable amount of Official Time to provide statements or appear at a Step 1or Step 2 meeting. The employee and witnesses must receive authorization for the official time from their immediate supervisor (or acting supervisor or second-level supervisor in the absence of the immediate supervisor) in advance. If the workload requires the employee(s) cannot be reasonably spared at that time, the Supervisor, or their designee will inform the Union of when the employee(s) can be spared, however, in most cases as soon as possible.
- b. If witnesses are outside of the commuting area, their testimony will be taken by teleconference.

Section 11. Mediation before Arbitration

a. If the Parties are unable to reach a resolution, they will seek the services of the Federal Mediation Conciliation Service (FMCS) in an attempt to mediate the issue(s). If a Party wishes to request mediation, the moving Party must contact the nonmoving Party in writing prior to contacting FMCS. When mediation is invoked, the moving Party will contact FMCS to initiate the formal request for mediation within seven (7) calendar days during this process:

1. The grievance will be held in abeyance pending the outcome of mediation. Within 14 days of notification, mediation will commence unless an FMCS mediator is unavailable.
 2. The Union and Agency will each be afforded two representatives to attend mediation. By mutual consent, the Parties may agree to additional participants.
 3. Any resolution that is achieved in mediation will be reduced to writing. The Parties understand that a mediator can assist in settlement agreements if the Parties desire.
 4. If after mediation there are remaining unresolved issues, only the unresolved issues will be introduced to an arbitrator.
 5. If, after the completion of mediation, unresolved issues remain, only those issues that remain may be submitted to arbitration.
- b. The Agency will be represented by the Regional Executive Director (or designee) and the Director of Labor and Employee Relations (or designee).

Article 12

ARBITRATION

Section 1. Requests

If the Agency and the Union fail to settle any grievance processed under Article 11, a request for binding arbitration may be invoked only by the Union President or the Agency and only after all procedural steps have been properly pursued by the Parties to resolve the dispute in accordance with Article 11. Any request for arbitration shall be submitted in writing within fifteen (15) calendar days after the completion of mediation Agency's final decision is issued under the grievance procedure. Failure by the complaining Party to submit its request for arbitration within the time limits in this article shall render the grievance void or settled on the basis of the last decision issued on the grievance.

Section 2. FMCS Contract

Within five (5) working days from the date of notice for arbitration, the Parties shall jointly or individually request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators.

Section 3. Arbitrator Selection and Hearing Schedule

After the Parties receive the FMCS list, they will speak directly with each other via the telephone and schedule a meeting within five (5) working days to select an arbitrator. If, during the meeting the Agency and Union cannot mutually agree upon one of the listed arbitrators, then they will alternately strike one arbitrator's name from the list of seven (7) and will repeat this procedure until only one name remains this individual shall be the duly selected arbitrator. A flip of the coin shall determine which Party strikes first. After the selection, the Parties shall jointly or individually notify the FMCS of the selected arbitrator and request that an arbitration hearing be held within forty-five (45) calendar days. Any arbitrator not selected jointly by the Parties will not be authorized to conduct arbitration for the Parties. A hearing date will be established by mutual agreement between the Parties and the arbitrator.

Section 4. Process

- a. The Agency and the Union shall meet within seven (7) calendar days after the selection of the Arbitrator to stipulate facts and issues in the case for joint submission of the issues for the arbitrator. If the Parties fail to agree on a joint submission of the issues for arbitration, each Party shall later submit a separate statement to the Arbitrator of the issues and the arbitrator shall determine the issues to be heard. If separate submissions are delivered to the arbitrator the Parties will deliver their submission to the other Party on the day the Arbitrator's copy is delivered and in the same manner of delivery.
- b. The Parties will exchange copies of exhibits they intend to present. This will not preclude a party from introducing rebuttal documents without prior notice. The Parties will also exchange lists of potential witnesses to the scheduled hearing. This will not preclude a Party from introducing rebuttal witnesses at the hearing without prior notice. The Arbitrator shall strictly limit rebuttal testimony to rebuttal issues. The deadline for the exchange of exhibits will be set by the arbitrator.
- c. Where no material issues of fact exist, the Parties may agree to forego a formal hearing and present the grievance directly to the Arbitrator for a written decision based on stipulations and written submissions. In such circumstances, the Arbitrator will be authorized by the Parties to make findings and conclusions and issue an award based on those submissions.
- d. A Party raising grievability or arbitrability issues shall notify the Arbitrator of the issues and shall request a teleconference between the Parties to discuss a timeframe for submission and exchange of briefs on grievability or arbitrability issues. The Arbitrator will decide issues of arbitrability and grievability as threshold issues prior to hearing the merits of the case. In addition to the submission of written arguments, either Party may demand an arbitrability hearing. The Arbitrator shall render a written decision on arbitrability that includes the basis for the decision.
- e. The Parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called.

Section 5. Costs

- a. The Agency agrees to provide the space for the arbitration proceeding at no cost to the Union. The Agency and the Union shall share equally all expenses of any mutually agreed-upon services in connection with the arbitration proceedings. If a verbatim transcript of the hearing is made, and either Party desires a copy of the transcript, the requesting Party will bear the expenses of the copy they obtain. The Party will share equally the cost of the transcript, if any, supplied to the arbitrator. If prior to the arbitration hearing or decision, the Parties resolve the grievance, any cancellation fees will be borne equally by the Parties. If a Party requests arbitration and later withdraws the request for any reason than a mutually agreed resolution, or delays a scheduled arbitration, that Party will pay the full costs of any cancellation fee and charges imposed by the Arbitrator. If the withdrawal occurs due to a settlement, the Parties shall equally share the costs. A request to arbitrate that is withdrawn by either Party at any point will be considered withdrawn with prejudice and the matter may not be resubmitted, re-filed, or otherwise request arbitration again.
- b. Each Party will bear the expense of its own witnesses who are not employed by the Agency or who are not at the duty location where the grievance arose. The grievant and/or grievant's representative, if employed by the Agency, and all Employees who are called as witnesses will be excused from duty without charge to leave to participate in the arbitration until excused by the arbitrator. Overtime, travel pay or per diem will not be paid to the aggrieved employee, the employee's representative, or any witnesses. When necessary, Employees will be changed to day shift duty to accommodate the days of the hearing and preparation if requested in advance by the employee. When no longer needed, witnesses will be expected to leave the proceeding and return to work if they still have time remaining in their scheduled workday or request annual leave from their supervisor for the remainder of the workday.
- c. The Arbitrator may award reasonable attorney fees to the prevailing Party only where a statute authorizes such an award. The prevailing Party waives any and all rights to attorney fees for mitigated arbitration awards. The prevailing party may submit a request for attorney fees to the Arbitrator, and the other party, no later than ten (10) calendar days from the date the arbitration award became final. Such a request must include documentation

detailing the attorney's work for which fees are requested, legal argument and citation sufficient to enable the Arbitrator to decide on the request.

Section 6. Decision

The Arbitrator will render a decision as quickly as possible but in any event not later than thirty (30) calendar days after the conclusion of the hearing. The Arbitrator's decision shall include the reasoning and rationale that formed the basis for the decision and remedy. The Arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of this Agreement.

Section 7. Exceptions

The Arbitrator's award shall be binding on the Parties. However, in accordance with applicable United States Code, either Party may file exceptions to an award with the FLRA under regulations prescribed by the FLRA.

Article 13

HOURS OF WORK, OVERTIME, AND ALTERNATE WORK SCHEDULES

Section 1. Basic Workweek

- a. The basic workweek and work schedules may be changed at the discretion of the Agency based upon mission, staffing and/or budgetary factors.
- b. An employee's basic workweek consists of forty (40) hours. No employee shall begin work earlier than 0600 hours or leave work earlier than 1500 hours in any event, except when in an approved leave status or on a special work schedule.
- c. The Agency's core hours are the established duty hours within a specified tour of duty during which every full-time employee is required to be at work. The core hours are 0900 hours to 1100 hours and 1300 hours to 1430 hours Monday through Friday, except for Employees on a special work schedule.
- d. The Agency may require Employees to sign in or out as an attendance system. The Agency may impose additional time reporting requirements on an employee who demonstrates he has attendance problems.
- e. The lunch break is a non-compensable, scheduled break of thirty (30) minutes. It may not be taken at the beginning or end of the workday. An employee may not save any part of his lunch break so as to shorten his workday.

Section 2. Overtime

- a. Except as otherwise provided by law, regulation or instruction, overtime work is work performed in excess of eight (8) hours in a day or forty (40) hours in a workweek.
- b. When overtime is required on a specific ongoing work assignment, the Agency generally will assign overtime to the specific Employees who have

been working on that assignment. Overtime will be assigned to Employees determined by the employer to be the best qualified to perform the work necessary to be completed.

- c. An employee may not extend his workday without advanced approval. Overtime work must be approved in advance by immediate supervisor or designee.
- d. Overtime work must be performed and paid as overtime pay or compensatory time in accordance with applicable laws, regulation and instruction. An employee covered by the Fair Labor Standards Act (FLSA) will receive overtime compensation consistent with the FLSA.
- e. An FLSA-exempt employee will receive compensatory time off in lieu of overtime pay for overtime worked.
- f. Overtime pay/compensatory time can be earned in 6-minute increments.
- g. For Employees that work in programs with manning requirements and/or shift work schedules in place at the time of this agreement will remain in effect. If the Employer seeks to change these work schedules it will notify the union in accordance with Article 18 of this CBA.

Section 3. Alternative Work Schedules (AWS) and Telework

AWS and Telework shall be in accordance with existing policy and will conform with Commander Navy Installation Command (CNIC) updates.

Section 4. Holiday and Sunday Work

- a. Employees are entitled to paid Sunday and Holiday rates for work performed on such days in accordance with law and designated by Executive Order and approved in advance by the Agency.
- b. Employees who work on Holidays and Sundays shall receive Sunday or Holiday pay computed in accordance with applicable regulations.

Article 14

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. General

In accordance with 29 C.F.R §1614, the Parties agree:

- a. It is the policy of the Government of the United States to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, disability, or genetics and to promote the full realization of equal employment opportunity.
- b. No person shall be subject to retaliation for opposing any practice made unlawful by title VII of the Civil Rights Act (title VII) (42 U.S.C. 2000e *et seq.*), the Age Discrimination in Employment Act (ADEA) (29 U.S.C.621 *et seq.*), the Equal Pay Act (29 U.S.C. 206(d)) or the Rehabilitation Act (29 U.S.C. 791 *et seq.*) or for participating in any stage of administrative or judicial proceedings under those statutes.

Article 15

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1. General Policy

- a. The Agency will operate a Civilian Employee Assistance Program (CEAP) that provides short-term counseling to assist Employees with issues of personal nature related to work and family. Counseling includes issues such as alcohol, drug abuse, personal/emotional difficulties, and marital, family, legal, and financial matters.
- b. No employee will be required to use the CEAP unless required and agreed to in writing as part of a mutually agreed upon settlement of a work related matter.

Section 2. Assistance Availability

- a. Employee assistance services will be made available to those Employees who may request and need them. The Agency agrees to assist Employees by providing information and encouragement to use counseling services as needed.
- b. Should counseling appointments require absence from duty, the employee will make the appropriate arrangements with his supervisor, including requesting duty time for CEAP appointments. Such duty time will be approved except when an operational need would preclude its use at the requested time. Such duty time will not exceed one hour for each appointment unless additional duty time is necessary for reasonable travel time to and from the counseling appointments. Employees will be permitted to attend six (6) counseling sessions during a three-month period.

Article 16

DETAILS AND REASSIGNMENTS

Section 1. Definitions

- a. Detail: A temporary assignment to a different position for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment, and where the employee is considered to be permanently occupying his or her regular position.
- b. Reassignment The change of an employee from one position to another without promotion or change to lower grade level.

Section 2. Details

- a. Employees shall be recognized for the work that they perform. Performance of lower graded duties during a detail shall not be the sole basis for a lowered assessment or appraisal of the Employee, nor will it adversely affect the Employee's ability to bid for any job for which the Employee would have been eligible had the Employee not been detailed to those lower graded duties.
- b. All details will be processed and documented in accordance with the Office of Personnel Management's Guide to Processing Personnel Actions. Employees may request an amendment of their record as set forth in 5 C.F.R.297.301.

Section 3. Reassignments

- a. Requests for voluntary reassignments will be given to management for consideration. An Employee reassigned to a different duty station, which will require a change in transportation arrangements, will usually be given written notification fifteen (15) workdays in advance.
- b. All reassignments will be processed and documented in accordance with the Office of Personnel Management's Guide to Processing Personnel Actions.

Article 17

SEPARABILITY CLAUSE

Section 1. Clause

Should any Federal law or court hold any provisions of this Agreement invalid, it shall immediately be deemed inapplicable, but other provisions of the contract will remain in force. Further, the Parties shall meet promptly to negotiate appropriate amendments to such affected provision or provisions.

Article 18

NEGOTIATIONS DURING THE LIFE OF THE AGREEMENT

Section 1. Agreement to Bargain

The purpose of this article is to establish a complete and orderly process to govern midterm negotiations. The Union may initiate midterm bargaining on matters that are not specifically covered by this agreement which affect the working conditions of bargaining unit Employees.

Section 2. Agreements under this article

Any agreements reached under the provisions of this article shall be deemed to be supplemental to this Agreement and subject to approval by the Agency Head.

Section 3. Mandated Changes

If a future statute, Executive Order, government-wide regulation, judicial decision or when mission need requires the Parties to change the Agreement or any supplemental agreements made between the Parties, the Agency will notify the Union, in writing, of proposed language to implement the change required. If the Union desires to negotiate the impact and implementation of the change to the extent permitted by law, it shall notify the Agency within five (5) calendar days of receipt of the Agency's advance notice. Such request to negotiate shall include a specific, timely, and negotiable counterproposal for negotiations and the designation of the Union's Chief Spokesperson. Failure to respond timely with negotiable proposals to the Agency's notice shall constitute a waiver of any right to negotiate on the proposed required change, and the proposal will become part of the Parties' Agreement. Changes unrelated to the change specifically required by the law, Executive Order, government-wide regulation, judicial decision, or mission need is not permitted in the subject negotiations.

Section 4. Other Changes

The Agency will notify the Union, in writing, of changes that may affect personnel policies, practices, and working conditions of Employees. If the Union desires to negotiate the substance, if appropriate, or impact and implementation of the change, to the extent permitted by law, it shall notify the Agency within five (5)

calendar days. Such request to negotiate shall include specific, timely, and negotiable proposals for negotiations exclusively addressing the matter of the proposed change. Failure to respond timely to the Agency's notice shall constitute a waiver of any right to negotiate on the proposed change, and the counterproposal will become part of the Parties' Agreement. Changes unrelated to changes currently under negotiation will not be permitted in the subject negotiations.

Section 5. Agreements under this article

Any agreements reached under the provisions of this article shall be deemed to be supplemental to this Agreement and subject to approval by the Agency Head.

Section 6. Information Requests

The Union will ensure that any request for information is accompanied by a demonstration of "particularized need" in line with current case law precedents of the Authority and appropriate courts. If a dispute arises in the course of negotiations, the Parties agree that bargaining will go forward. If no agreement is reached and the matter is placed before the Federal Service Impasses Panel (the Panel), either Party may raise the dispute to the Panel, which shall be authorized by the Parties to resolve the dispute consistent with law. Information requests shall be submitted to the Agency's HROW-LMR.

Section 7. Implementation

a. If the Union has timely requested negotiations regarding a mandated or other change, the Agency may delay the implementation of such change until such time as the Parties reach agreement on all negotiable issues connected with the change, unless the Agency reasonably believes that:

1. There is a mandatory implementation date or contrary intent expressed by the source of the mandated change which requires implementation of the change prior to agreement; or,
2. Should the Agency determine that a failure to implement a proposed change on or at any time after the proposed implementation date would adversely affect its mission, it shall be free to implement the change while continuing to bargain on negotiable matters until agreement or impasse is reached.

- b. Nothing shall preclude the Agency from implementing a proposed change on or after the implementation date proposed in its original notice should the Union fail to meet an obligation under this agreement in a timely manner.
- c. Notwithstanding the above, nothing shall affect the authority of the Agency to take whatever actions may be necessary to carry out its mission during emergencies.

Section 8. Negotiating Procedures

The following procedures shall govern the conduct of all negotiations pursuant to this article.

- a. Parties' representatives shall commence within five (5) working days unless otherwise mutually agreed to by the Parties.
- b. The Agency will provide a site for negotiations.
- c. The Union will be authorized the same number of Union Employee Representatives on official time as the Agency has representatives at the negotiating table.
- d. Negotiations will normally take place from 0700 hours and last until 1400 hours. There will be a thirty (30) minute break for lunch. This schedule may be changed by mutual consent.
- e. Upon reaching agreement on an item, the Chief Negotiators shall initial the tentative agreement. Upon completing the negotiations, the Parties shall review and edit for consistency and clarity and make mutually agreed upon changes.
- f. Once commenced, negotiations will continue until agreement is reached or impasse is declared.

Article 19

DURATION AND CHANGES

Section 1. Effective Date

This Agreement will become effective on the date of approval by the Department of Defense. If this Agreement has not been approved or disapproved within thirty (30) days from the date of its execution, it shall be binding on the Parties subject to the provisions of the Statute and any other applicable Jaw, rule or regulation.

Section 2. Duration of this Agreement

The duration of this Agreement is three (3) years from the date of approval by the Department of Defense. The Agreement shall be renewed automatically for an additional one year unless either Party gives written notice of its request to renegotiate no sooner than one hundred and twenty (120) days prior to the expiration date but no later than ninety (90) days prior to the expiration of the Agreement. Such written notice shall be accompanied by proposed ground rules and proposals that the Party wishes to modify. If the Agreement is extended, it must be in conformance with current law, rules, regulations, published Department of Defense, Department of the Navy and activity instructions.

Section 3. Renegotiation

When notice of desire to amend, modify, or terminate is given, the Parties shall confer within ten (10) working days to schedule a meeting for the purpose of negotiating ground rules for the conduct of negotiations.

APPENDIX A

REQUEST FOR OFFICIAL TIME

Naval District Washington
and
American Federation of Government Employees, Local 1923

I, _____, hereby request official time to perform a representational duty. Official time is requested from _____ to _____ on the date(s) of _____ to meet with _____:

This time is requested for the purpose of:

- Term Negotiations
 - Mid term Negotiations
 - Grievances and Appeals (including arbitration)
 - All other Labor/Management Relations activities not covered by other Categories (explanation _____)

Union Employee Representative Name _____ Date _____

I hereby approve/deny this request:

Approved / Denied

If denied, reason for that decision:

Approving Official

Date

APPENDIX B

GRIEVANCE FORM

Name of Grievant (Please Print):	Work Phone:
Job Title:	Home Phone:
Home Mailing Address: Street or P.O. Box: City: _____ State: _____ Zip: _____	
Work Mailing Address: Dept: _____ Div/Section: _____ Street or P.O. Box: City: _____ State: _____ Zip: _____	
Date, time, and place of event leading to grievance:	
Date you became aware of the event <i>(if different from above):</i>	
Detailed description of grievance including names of other persons involved, if any (may attach additional paper):	

Applicable sections of the CBA (*Grievant must identify all articles pertinent to this grievance.*) If none, please so indicate:

Proposed resolution to grievance:

Grievant: File a copy of this form with your immediate supervisor in accordance with the grievance procedure, Article 11.

Step	Grievance Filed With (<i>Please Print Name</i>)	Date	Grievant's Signature	Grievance Meeting Requested Yes/No
1				
2				
3				
4				

APPENDIX C

AFGE/NDW Negotiated Grievance Procedure (Article 11)

