

NEGOTIATED AGREEMENT
BETWEEN THE
NAVAL CONSTRUCTION BATTALION CENTER
PORT HUENEME, CALIFORNIA
AND THE
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R12-29

14 MAY 2003

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PREAMBLE

This Agreement is made by and between the National Association of Government Employees, Local R12-29, hereinafter referred to as the "Union" and the Naval Construction Battalion Center, Port Hueneme, CA, hereinafter referred to as the "Employer", collectively referred to as the "Parties".

It is the intent of the Parties to promote, preserve and improve the effectiveness and efficiency of the Employer and the well being of its employees within the meaning of Chapter 71 of Title 5 of the United States Code, hereinafter referred to as the Federal Labor Management Relations Statute (FLMRS) or "Statute".

The Parties agree to accept and to be bound by the terms of this agreement.

ARTICLE 1
RECOGNITION

SECTION 1. The Employer recognizes the Union as the exclusive representative of the employees within the unit defined in Section 2 below. The Union recognizes its responsibility to represent the interest of all unit employees, regardless of their organizational affiliation and membership, with respect to personnel policies, practices, or other matters affecting working conditions covered by the negotiated grievance procedure.

SECTION 2. The bargaining unit employees to which this Agreement applies are composed of: non-supervisory, general schedule and wage grade personnel in the appropriated unit of the Naval Construction Battalion Center. Excluded from the Bargaining Unit are managers, supervisors, confidential employees, and personnel engaged in federal personnel work other than in a purely clerical position.

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ARTICLE 2
EMPLOYER/UNION RELATIONS

SECTION 1. This Agreement has been negotiated in the spirit of problem resolution and reflects bipartisan labor-management relations. It is the intent of both Parties that labor-management conflicts arising during the life of this Agreement be resolved promptly and equitably and at the lowest possible level.

SECTION 2. Emphasis will be placed on preventing situations requiring disciplinary/adverse actions through effective labor-management relations.

SECTION 3. The Employer agrees to discuss with the Union proposed changes to personnel policies and practices, or matters affecting working conditions, not covered by this Agreement.

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ARTICLE 3
RIGHTS OF THE PARTIES AND EMPLOYEES

PART I. RIGHTS OF THE EMPLOYEE:

SECTION 1. Each employee in the unit shall have the right to form, join or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal. Such right includes the right to act for the Union in the capacity of a representative, and to engage in collective bargaining with respect to conditions of employment through official representatives of the Union.

SECTION 2. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions (with the exceptions noted in Article 33 Section 7). In the exercise of this right, employees and their representative shall be free from interference, coercion, restraint and discrimination. Union membership shall not be encouraged or discouraged by any supervisor or management official.

SECTION 3. The terms of this agreement do not preclude any employee of the unit from personally bringing matters of concern to the attention of appropriate officials in accordance with applicable laws and regulations.

PART II. RIGHTS OF THE UNION:

SECTION 1. The Union has the right to request to negotiate with the employer on personnel policies, programs and procedures related to conditions of employment which are within the authority of the Employer. These include, but are not limited to such matters as safety, training, labor-management cooperation, employee services, method of adjusting grievances, the procedures for granting leave, promotion plans, demotion procedures and hours of work.

SECTION 2. The provisions of this Article shall apply to all supplemental, subsidiary or informal agreements between the Parties.

SECTION 3. The Union has the right to negotiate the methods and procedures that will be used in implementing all existing and future laws, rules, regulations and policy changes affecting working conditions, and which are within the Employer's authority to negotiate.

SECTION 4. The Union shall be given the opportunity by management to be represented in any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment. It is the right of the Union to be present at all meetings where there are formal discussions between employees and management concerning conditions of employment. Management shall notify the Union of such meetings. This right to be present does not extend to an informal discussion of personal problems, and everyday work-related communications between supervisors and employees.

SECTION 5. The Union will have one representative on all appointive committees (e.g. EEO, Safety, etc.) that affect members of the bargaining unit, unless the appointing official advises the Union in writing that union membership is not permitted. Management will advise the Union of those committees on which union membership is deemed appropriate.

SECTION 6. Information regarding actual number of employees on board will be made available to the Union officers.

SECTION 7. The Union will be notified by the Employer of serious illness, injury or death of an employee so that the Union may extend benefits to which the employee and their family may be entitled.

SECTION 8. Reasonable time without charge to leave will be allowed to Union Officers and stewards to deal with those issues related to the work situation and considered to be of mutual Union/Management concern. Consistent with work load requirements, a reasonable amount of official time not to exceed two hours per meeting is authorized for Union Officers to attend one (1) monthly meeting, provided that all business discussed is applicable to representational duties of the CBC Bargaining Unit, and does not deal with internal union issues. The Union will annually provide the Employer with a schedule of the monthly meeting dates, times and attendees.

SECTION 9. The Parties agree that representational duties being performed on official time will normally be conducted within the CBC bargaining unit spaces and also Union spaces provided by the Employer. However, on a case-by-case basis, Union official time may be approved by the Employer at other locations within the Naval Base Ventura County, Port Hueneme Site for the purpose of obtaining research material to carry out their representational duties. *

SECTION 10. Representation of employees in regard to grievances and complaints is primarily the responsibility of the steward who is assigned to the particular shop or work area involved. If the responsible steward requires assistance, they may be assisted in pursuing problems above the Division Director level.

SECTION 11. Union Officers requesting excused absence to attend briefings meetings, conferences, training classes, etc. of mutual interest to the Employer and the Union shall submit their requests in writing, via the chain-of-command, normally at least ten (10) working days prior to the desired date of absence. The Employer shall notify the Union of its approval or reason for disapproval within five (5) working days of receipt of the request.

SECTION 12. In all cases where it is necessary for a Union Officer or steward to leave their assigned place of work, permission will be requested from the immediate supervisor or their designee. There will be a clear understanding as to the officer or steward's estimated length of absence, destination and general purpose. The Union understands that temporary denials of permission to leave the workplace may be required due to workload considerations. Before requesting permission to leave the work site, the officer or steward will verify that the person whom they want to see is available and that the employee's immediate supervisor is in agreement with the employee's availability. Upon arrival at the employee's work-site, the officer or steward will contact the supervisor of the work area being visited. Union officers or stewards will, whenever practicable, obtain information and answer questions by telephone rather than by personal visits. In all cases, representational duties will be conducted promptly.

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SECTION 13. In accordance with 5 USC 7131B, it is not legal for the Union to use official government time for the conduct of activities concerned with the internal management of the Union, such as but not limited to representation of non-bargaining unit employees, membership meetings, solicitation of memberships, collections of dues and assessments, campaigning for labor organization office, conduct of elections for labor organization offices, distribution of literature, or circulating petitions to establish union representation.

SECTION 14. The Employer recognizes the right of the Union to designate stewards and officers who are authorized to use official time for union representational duties concerning the bargaining unit employees. The total number of stewards will be limited to not more than 1 steward for 33 members of the bargaining unit. In addition the Union may designate up to 3 Union Officers to represent the bargaining unit at large. The number of Union Officers may increase to 4 when the bargaining unit employees exceed 285. Collectively these designated stewards and officers are referred to as union representatives. The Union will not designate more than 1 union representative in an organization segment under 1 supervisor of 15 bargaining unit employees or less.

SECTION 15. There will be no restraint, interference, coercion or discrimination against Union officers and stewards in the performance of their duties.

SECTION 16. Authorized National Officers or representatives of the National Association of Government Employees who request and state the purpose of the visit will be given authorization for admission to the Center for official Union business. Requests for such visits shall be made through the Labor Relation Advisor. Such visits shall be governed by the National Security Regulations and shall be allowed only for the purpose prescribed by current regulations and instructions

SECTION 17. Whenever a Union officer or steward is reassigned from their current shift or organizational segment, the Union must be notified of the reassignment. Whenever possible, consistent with workload, the Union should be provided written notification of the reassignment at least five (5) working days prior to the reassignment. This section does not apply to reassignments necessary to satisfy immediate work requirements lasting five (5) working days or less. This section also does not apply for the duration of mobilization and Force Protection DELTA situations. It is agreed that this section does not interfere with Management's right to assign work.

SECTION 18. Within 30 days of assignment of a new bargaining unit employee to the organization, the supervisor/operating official will notify the appropriate Union steward and officer of the name, duty assignment, title and grade of the new employee. At that time the Union will be given an opportunity (maximum of 15 minutes) to speak to the new employee(s) with regard to employee rights and Union representational responsibilities. At no time during the meeting will any Union official solicit membership in the local.

NOTES: _____

PART III. RIGHTS OF THE EMPLOYER

SECTION 1. The Union will provide the Employer in writing the names of officers and stewards together with the designation of the group(s) and locations of employees each steward is authorized to represent. The names of stewards will be posted on Union bulletin boards. It is understood that no official time will be granted to representatives until they are identified in the manner describe above.

SECTION 2. In accordance with the Statute, the rights of the Employer include the following:

- a. To determine the mission, budget, organization, number of employees and internal security practices of the Employer;
- b. To hire, assign, direct, lay-off, and retain employees in the command or to suspend, remove, reduce in-grade or pay, or take other disciplinary action against such employees;
- c. To assign work, to make determinations concerning contracting out, and to determine the personnel by which NCBC operations shall be conducted;
- d. To make selections for appointments from among property ranked and certified candidates for promotion or any other appropriate source;
- e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 3. The right to make reasonable rules and regulations is an acknowledged function to the Employer, subject to any limitations set forth in this agreement. Nothing within this agreement shall preclude, at the election of the Employer, negotiating upon the numbers, types and grades of employees or positions assigned to any organization subdivision, work project, tour of duty, or on the technology, method and means of performing work.

SECTION 4. Whenever language in this Agreement refers to specific employees or management officials performing specific tasks or duties, it is intended only to provide a guide as to who should handle a given situation. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

NOTE 1: *Article 3 Part II Section 9: The definition of "normally": the use of non-CBC bargaining unit spaces and the use of non-Union office spaces provided by the Employer during official time shall only be approved on a case-by-case basis, and not as a regular business practice.

NOTE 2: *Article 3 Part II Section 9: It is understood and agreed that the Union will make every effort to locate Union materials and CBC related archive files to CBC Union office spaces to minimize the necessity to visit non-CBC spaces.

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ARTICLE 4
NEGOTIATIONS

SECTION 1. Obligation to Bargain. The Parties acknowledge their mutual obligation to bargain in good faith in accordance with the requirements of the Statute. Matters appropriate for negotiations are personnel policies, practices and matters affecting working conditions.

SECTION 2. Midterm changes to establish conditions of employment which are not covered by this agreement and which cannot be resolved informally will be processed as follows:

- (a) When the Employer proposes a negotiable change in existing conditions of employment, the Union will be notified in writing with a brief rationale or authority for the change, and will be provided an opportunity to request bargaining. The Union has fifteen (15) working days after notification to request bargaining, provide a written proposal with rationale, and to prepare for negotiations. If the Union does not make this request within fifteen (15) working days after notification, they will be deemed to have agreed to the change.
- (b) When the Union proposes a negotiable change to condition of employment, the Union must notify the Employer in writing with a brief rationale to request bargaining. The Employer has fifteen (15) working days after receipt of bargaining request to provide a written response to the Union. Should the Employer fail to respond to this bargaining request within fifteen (15) working days, the Union may seek redress through the procedures in 5 U.S.C. 7116.

SECTION 3. If the Parties cannot reach an agreement on matters which are negotiable and either Party declares that it is deadlocked, the Parties must first use Alternative Dispute Resolution (ADR) by requesting mediation from the Federal Mediation and Conciliation Service. If the matter remains unresolved, the Parties may choose to process the matter as an impasse as set forth in the statute.

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ARTICLE 5
CIVIC RESPONSIBILITIES

SECTION 1. The Parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for achieving their objectives. Employees are encouraged as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibilities as citizens. In the spirit of true voluntary giving, it is agreed that campaigns will be conducted under the following guidelines:

- a. "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual employee is prohibited.
- b. When envelopes are used, individuals who desire to keep their gift private may use any envelope with or without a name being placed thereon.
- c. Supervisors will not solicit contributions directly from any employee.
- d. Officers and stewards of the Union will not solicit contributions directly from any employee.
- e. Leaders will not solicit contributions directly from any employee.
- f. Coercion, either openly or implied, will not be practiced by collectors, supervisors or other personnel.
- g. The above provisions also apply to solicitation for purchase of U. S. Savings Bonds.

References:

DOD 7000.14, Financial Management Regulations, Vol 8, Section 0513

U.S. Code: Title 5, Section 6322

NOTES: _____

ARTICLE 6
PERFORMANCE

SECTION 1. The Union agrees to work with the Employer in promoting positive employee attitudes and in improving morale with the objective of increased production, reduced rates of error and more effective accomplishment of the mission of the Center. The Union and Employer will mutually support CBC Strategic and Business Plan objectives. To this end, Union and Management officials will encourage employees to perform their assigned duties to the best of their ability, to take pride in quality of work, strive to eliminate carelessness and inefficiency, promote friendly and harmonious working relationships between supervisors and subordinates, and between civilian and military personnel, encourage members to suggest ways to improve work methods, and strive to eliminate inequitable treatment of employees and any other practices which restrict and hamper efficiency.

NOTES: _____

ARTICLE 7
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons; to prohibit discrimination because of age, sex, race, religion, color, national origin, or mental or physical handicap; and to promote equal employment opportunity through a positive and continuing effort.

SECTION 2. If the Employer elects to conduct basic EEO training and other appropriate training, up to five (5) Union representatives (including the President) may be authorized to attend.

SECTION 3. The Union will be notified by Management of any EEO settlement agreement which affects personnel policies or working conditions in the bargaining unit. *

NOTE 1: *Article 7 Section 3: The purpose of notification is not for the Union to challenge the agreement, but to insure the Union is aware of any actions which affect the bargaining unit.

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ARTICLE 8
UNION-EMPLOYER MEETINGS

SECTION 1. Informal meetings between the Commanding Officer/NAGE President may be requested by either Party. Discussion topics will be provided upon request. Meetings will be scheduled at times mutually agreeable to each Party.

SECTION 2. The Parties agree that informal meetings between representatives of the Employer and the Union shall be held as necessary at mutually agreeable times upon request by either Party. Such meetings shall be conducted in an atmosphere that will foster mutual respect. Either Party desiring to meet with the other shall give advance notice to the other Party. Meetings will be for the purpose of exchanging information of mutual interest; attempting to resolve problems concerning the working environment of bargaining unit employees; administering this agreement; and conferring on personnel policies, practices or other matters affecting the working conditions of bargaining unit employees. Specific items for discussion normally will be provided in advance of the meeting by either Party, although items not submitted may be discussed if it is mutually agreed to do so. Every effort will be made by the Employer and Union to keep attendance to the minimum required to effectively transact the purpose of the meeting.

SECTION 3. New or changed policy proposals which cannot be readily agreed to at a Union-Employer meeting may be submitted for negotiations in accordance with Article 4 Section 2 in this agreement. If both Parties mutually agree they are deadlocked after the informal meetings, the Parties may mutually agree to directly invoke Article 4 Section 3.

SECTION 4. Union-Employer meetings shall in no way nullify or take away the right of the Union to negotiate on all 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.

SECTION 5. Union-Employer meetings will be conducted during regular duty hours. Union officials in attendance are authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status.

SECTION 6. Emergency meetings will be arranged at the convenience of both Parties involved as soon as possible after a request by either Party is received, and such request shall indicate the subject matter for discussion.

NOTES: _____

ARTICLE 9
USE OF CENTER FACILITIES BY THE UNION

SECTION 1. Within funding and mission constraints, the Union will be provided with office space in buildings 1000, 2, and 813 for the purpose of conducting official representational duties. In addition, the Employer will provide the Union adequate lockable space for storage in Bldg. 1000. The Union understands that these office spaces are not to be used by employees for conducting internal Union business during their working hours. Office spaces made available to the Union (excluding storage area) will have a telephone for on-base local non-toll calls. Within available funds, the Employer will provide basic janitorial service as provided in the buildings, at no charge to the Union.

SECTION 2. Bulletin boards are set aside for use by the Union. The number and location of such bulletin boards are determined by the Employer who gives consideration to the recommendations of the Union.

- a. The bulletin boards will be used for posting of notices as may be agreed upon between the Parties. In the event the Employer removes an item from a Union Bulletin Board, the Union must be notified within 24 hours or before close of the next business day. *
- b. The Union is responsible for maintaining these bulletin boards in good order.

SECTION 3. The National Association of Government Employees, Local R12-29, will be given a CBC Mail Code, and be provided CBC Instructions and Notices pertaining to civilian personnel matters.

SECTION 4. The Employer will provide a link from the CBC web-site to the local Union web-site.

SECTION 5. The copiers in CBC buildings may be use by the Union for official use only. This does not include internal Union business or personal use.

Reference:

*Article 9 Section 2a: Intent is that a removed item will not be re-posted until agreed upon by both Parties.

NOTES: _____

ARTICLE 10
PARTICIPATION IN WAGE SURVEYS

SECTION 1. In accordance with existing regulations, the Union will be notified of area wage survey schedules. The Employer will inform the Union of instructions received to organize a survey and of starting dates which require action by the Employer. The Employer will furnish survey information to the Union as received.

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ARTICLE 11
JOB/POSITION DESCRIPTIONS

SECTION 1. The position description is a written record of the basic duties and responsibilities, physical requirements and supervisory relationships assigned to a position, and describes the work assigned to an employee. The position description shall clearly state the work to be performed. The position description does not describe every duty the employee will be expected to perform; it merely describes the major duties and responsibilities. Minor duties may be omitted from the position description or covered by a brief statement showing that minor duties may be performed.

SECTION 2. It is the obligation of the Employer to periodically review position descriptions to ensure they reflect the currently assigned duties of the employee and that significant changes in duties and responsibilities are reflected in the position description.

SECTION 3. An employee will be provided a copy of the position description upon reporting for duty in the position, when changes are made in the position description, and upon request.

SECTION 4. Without restraint or reprisal, an employee may initiate a request for a position review by bringing to the attention of the immediate supervisor, in writing, significant aspects of duty assignments believed not to be covered by the official position description or significant aspects of the position description not being performed. The supervisor will, within ten (10) working days, meet with the employee(s) to review their position description and discuss their concerns. If the supervisor agrees that material differences exist, arrangements will be made for preparing a new position description. If no agreement can be reached, the employee has a right to file a grievance over the appropriate content of the position description.

SECTION 5. The actual series or grade level classification of a position is not grievable, but must be pursued through the classification appeal process. An employee with an accurate position description has the right to appeal the series or grade level of the position in accordance with appropriate OPM regulations. An employee may personally file a classification appeal or designate, in writing, a representative to process the appeal. Two (2) or more employees may appeal jointly if they occupy identical positions and agree on the basis of the appeal. An employee who has filed a classification appeal may request Union representation at any desk audit or meeting with any Management representative concerning the appeal.

SECTION 6. Where the classification of a position results in the reduction in grade or pay of an employee, at the employees' option, the employee may either file a grievance through the negotiated grievance procedure or appeal to the Merit Systems Protection Board (MSPB), but not both.

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ARTICLE 12
PROMOTIONS/MERIT PROMOTION

SECTION 1. The purpose of the Merit Promotion Program is to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best qualified candidates.

SECTION 2. The Employer reserves the right to use any appropriate source to fill positions, both temporary and permanent, from among properly ranked and certified candidates for promotion or selection. Advancement shall be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity. The Employer has the right to select or not to select from among a group of best-qualified candidates, including the right to non-select all candidates. Employees are encouraged to seek advice and assistance from the local Human Resources Office (HRO) about the Merit Promotion Program or about specific personnel actions.

SECTION 3. When a decision is made by the Employer to fill a position using the Merit Promotion process, applicable agency regulations and policies apply. Certain exceptions may be applied for reinstatement and transfer eligibles, re-promotion eligibles, and other applicants who were previously demoted without cause. Regardless of the method chosen by the Employer to fill a position, it is understood that certain mandatory placement programs will apply when filling vacant positions, including the Department of Defense Priority Placement Program (PPP), the Interagency Career Transition Assistance Program (ICTAP), and the Reemployment Priority List (RPL).

SECTION 4. The Employer is responsible for publicizing on the CBC Intranet, the standard process used when filling positions via the Promotion Program. The Employer is also responsible for announcing all CBC Merit Promotion job vacancies within the Command. Upon request the Employer will make available for review the position description of all Merit Promotion job announcements within the Command.

SECTION 5. Both Parties understand that it is the responsibility of the Human Resource Service Center (HRSC) for administering the Merit Promotion process in accordance with agency and Employer procedures. HRSC responsibilities include, but are not limited to: acceptance and processing of resumes, rating and ranking of candidates, certification/referral for selection, notifying applicants of the results of the selection process, and communicating official job offers to successful applicants.

SECTION 6. Employees are solely responsible for preparing, updating, and submitting their resumes to the HRSC for Merit Promotion consideration in accordance with applicable procedures. Questions regarding the Merit Promotion process should be addressed to the local HRO.

SECTION 7. Both Parties agree that non-selection for promotion from a properly ranked and certified list of eligible candidates is not a grievable matter. However, if an employee believes the Merit Promotion process was not followed, the employee should address their concerns to the local HRO within 15 working days of the position being filled. It is agreed by both Parties to make every effort to informally resolve Employee concerns with the Merit Promotion process. Employees may also utilize the Alternative Dispute Resolution (ADR) and negotiated grievance procedures to address their unresolved Merit Promotion process issues. Time limits for filing a grievance under this provision begin upon receipt of the local HRO response.

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ARTICLE 13
REDUCTION-IN-FORCE
(PLACEMENT, RE-HIRING, AND PROMOTIONS)

SECTION 1. The Employer will notify the Union when a decision to reorganize will result in a reduction in personnel within the units. The Employer will notify the Union of the competitive levels to be affected by such reorganization or reduction.

SECTION 2. All reductions in force will be carried out in compliance with current regulations or subsequent revisions.

SECTION 3. Career or career-conditional employees who are separated because of a reduction in force will continue to be placed on the Reemployment Priority List in accordance with current regulations or subsequent revisions. Such employees will normally be rehired in temporary and permanent positions for which they are qualified. Acceptance of a temporary position will not alter the employee's eligibility to be offered permanent employment.

SECTION 4. Career or career-conditional employees who are downgraded because of a reduction in force will continue to be placed on the Re-promotion list in accordance with current regulations or subsequent revisions.

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ARTICLE 14
DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. Any bargaining unit employee who is temporarily assigned/detailed to any higher graded position on a non-competitive basis for more than 10 (ten) working days shall be temporarily promoted to that position. The employee shall receive pay retroactive to the start of the first day assigned/detailed. Temporary promotions will be made from among qualified employees.

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ARTICLE 15
OVERTIME

SECTION 1. Overtime worked will continue to be paid for pursuant to current pay laws and regulations including all shift differentials where applicable.

SECTION 2. Management reserves the right to determine when overtime work is to be performed consistent with mission requirements. When overtime work is required in a particular work unit/shop, employees in that work unit/shop will be given priority consideration for the overtime.

SECTION 3. Employees will be notified of all scheduled overtime as far in advance as possible. At least one day or a minimum of four (4) hours notification will be given, except in case of emergency. In emergency cases of unscheduled overtime, it is recognized that little advance notice may be possible because of unforeseen center mission requirements. An employee shall be excused by their supervisor from overtime assignments if there is another fully qualified employee, as determined by management, available, ready and willing to serve in their place. If an employee is excused from an overtime assignment and another employee serves in their place, such excusal will constitute a turn or time worked for both employees.

SECTION 4: An employee who is on approved leave will not be considered as having a turn or time worked. When an employee is offered to work overtime out of their assigned shop or work center, it will constitute an overtime turn or time in their shop. CED, and other divisions/departments as applicable, will maintain records of overtime worked (using Appendix A or other form mutually agreed to by both Parties) and will make such record available to the Union for inspection. When a new employee comes into a work group after the start of a new year, their cumulative overtime hours on their starting date will be the average of the cumulative overtime hours of the entire work group.

SECTION 5. Employees who have been released on leave for any reason will not normally be permitted to perform overtime work on the same day. However, the Employer reserves the right to call in employees from leave or to assign overtime work to such employees when they determine there is work to be performed that requires the special skills or knowledge and that such skills and knowledge are not otherwise available.

SECTION 6. Time for clean-up will continue to be allowed prior to the end of overtime shifts in the same manner as provided in Article 19, Section 4.

SECTION 7. If an employee is required to work unscheduled overtime for a period exceeding 2 hours beyond the normal work day, the employer will provide up to 15 minutes with pay for a rest break.

SECTION 8. The employer reserves the right to declare emergency mission requirements which require overtime. Should the employer's stated reason for the emergency be questioned, appropriate action may be taken in accordance with the negotiated grievance procedure.

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ARTICLE 16
HOLIDAYS

SECTION 1. Employees are entitled to holiday benefits/pay consistent with current regulations for all Federal holidays now prescribed by law and any that may be added by Federal Statute or Executive Order. Holidays designated by Executive Order will be observed as legal holidays.

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ARTICLE 17
LEAVE

PART I. ANNUAL LEAVE

SECTION 1. Annual leave will be accrued and granted to employees in accordance with applicable laws and regulations consistent with workload requirements. Approval of annual leave requests for unforeseen emergency reasons will be considered as the circumstances warrant.

SECTION 2. The granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. Employees will be permitted to schedule leave throughout the year in accordance with applicable regulations, consistent with workload, to prevent forfeiture of leave.

SECTION 3. Requests for annual leave for extended periods of one or more weeks duration must be submitted in writing no later than 15 February for that calendar leave year. Supervisors will make every effort to complete the approved calendar year leave schedule by 1 March. Employees and designated Union representatives will be allowed to examine such schedule upon request. If a conflict arises during scheduling, the employee with the greatest seniority (service computation date) will be given first choice of desired time, with subsequent choices based on the same criteria. Once an employee's leave has been approved, they will not be permitted to change where such change will disturb the approved leave of another employee. Supervisors may approve a change in selection provided that another employee's approved leave and/or workload requirements are not disturbed. Requests for annual leave for extended periods submitted after 15 February will be considered on a "first come, first serve" basis. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be provided to the affected employee(s) at least thirty (30) calendar days in advance of anticipated vacation, if practicable.

SECTION 4. When an employee requests annual leave on their birthday, their request will be given every consideration for approval provided that granting such leave does not affect the operating efficiency of the organization element involved.

SECTION 5. In the event of a death in the immediate family, an employee shall be granted a reasonable amount of leave.

NOTES: _____

PART II. SICK LEAVE

SECTION 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

SECTION 2. Sick leave, if available, will continue to be granted to employees when they are incapacitated from the performance of their duties by illness or injury or in other circumstances as set forth in applicable regulations.

SECTION 3. Sick leave absence in excess of three (3) working days must be supported by a medical certificate, to be submitted within fifteen (15) calendar days after return to duty. In lieu of a medical certificate, the employee's signed or oral statement explaining the nature of their illness may be accepted when the illness did not require the services of a practitioner. When management has reason to believe an employee is abusing sick leave, medical certificates will, upon specific notice, be required for absences of less than three (3) working days.

SECTION 4. When an employee is unable to report for work due to illness or injury, the employee will notify their supervisor as early as possible prior to the start of their shift, but no later than two hours after the start of their shift, unless circumstances make it impossible. If the supervisor is unavailable, the employee shall notify the next higher level supervisor or designee as applicable. Notification does not necessarily mean sick leave for the absence is approved.

SECTION 5. Advanced sick leave will be administered to all employees in accordance with current regulations. Requests for advanced sick leave must be accompanied by certification from an accredited primary health care practitioner. However, sick leave will not normally be advanced for periods of five (5) days or less when the employee has annual leave available.

SECTION 6. Medical certificate is defined as a written statement signed by a registered practicing physician or other practitioner certifying to the period of disability of the patient while undergoing professional treatment. Where circumstances require, Management may require medical documentation as defined in 5 CFR, Part 630.403 or its subsequent revision. In either case, the employee will be notified of the specific information requested.

PART III. LEAVE WITHOUT PAY

SECTION 1. Employees may be granted Leave Without Pay in accordance with applicable laws and regulations.

SECTION 2. When the Employer is given adequate advance notification in writing that an employee in the bargaining unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring leave, the employee may be granted annual leave or leave without-pay whenever possible, consistent with applicable regulations.

References:
5 CFR, Part 630.403
CBC Instruction 12630

NOTES: _____

PART IV. EXCUSED ABSENCE

SECTION 1. In the event of extreme weather conditions or disaster such as floods, high winds, earthquakes, or other acts of God that would cause hazardous driving conditions or have other adverse effects on employees, the Employer will advise the Union when a decision has been reached to grant excused absence.

SECTION 2. In accordance with existing regulations, employees may be granted excused absence to vote in Federal, State and local elections when polling hours preclude voting during non-working hours. Excused absence may be granted for the purpose of taking physical examinations required for determining eligibility for the various Armed Forces and Reserve programs.

SECTION 3. An absence from duty of less than an hour may be excused when the reason is justifiable to the Employer.

SECTION 4. Excused absence may be granted for a period not to exceed four (4) hours when participating in blood bank drawings.

PART V. FAMILY MEDICAL LEAVE ACT AND FAMILY FRIENDLY LEAVE ACT

SECTION 1. Employees have the right to request from the Employer annual, sick, and/or LWOP in accordance with the provisions of the Family Leave Act, the Family Friendly Leave Act and their subsequent revisions.

References:
CFR 630.401(a)
Public Law 103-388

NOTES: _____

ARTICLE 18
SENIORITY

SECTION 1. In the event of a dispute over seniority, seniority shall be defined as total creditable federal service reflected in the employee's service computation date, which is posted in the Standard Form 50.

NOTES: _____

ARTICLE 19
HOURS OF WORK

SECTION 1. The basic work week will normally be scheduled Monday through Friday. A thirty (30) minute-lunch period will normally be scheduled daily between the hours of 1100 and 1300. The Employer retains the right to adjust the work week. Whenever a change in the work week currently in effect is necessary, the Employer will hold mutual discussions with the Union prior to making such change. It is agreed that employees will be at their assigned work area ready to perform their job at the scheduled starting time of their shift.

SECTION 2. Alternative work schedules will be in accordance with the current or subsequent revisions to the CBC instruction. The Union and Employer agree to promote the basic objective of alternative work schedules.

SECTION 3. Rest period will be granted according to applicable rules and regulations. Such rest periods will normally be taken in the employee's assigned work area, unless authorized otherwise by the immediate supervisor. Lunch period will not be combined with rest period.

SECTION 4. When necessary, the Employer will establish time prior to the beginning of lunch period and at the end of the shift for clean-up of work areas, stowing of tools and for personnel clean-up where required for personal hygiene. No employee will be required to remain beyond the end of the work day for this purpose. Changes to currently established times will be a matter for consultation between the Parties.

SECTION 5. If an employee reports for work at the prescribed starting time on a scheduled work day and is prepared for and remains capable of but is prevented from performing their regularly assigned duties by circumstances beyond their control, the Employer will attempt to keep the employee gainfully employed by assigning him to other duties.

NOTES: _____

ARTICLE 20
EMPLOYEE MORALE

SECTION 1. If practicable, the Employer will provide handy and convenient parking spaces for employees near the work area. Parking spaces reserved for specific individuals or codes will be limited to NCBC department heads, the Commanding Officer, and the Executive Officer. The contents of this section will not restrict the assignment of parking spaces for use of government vehicles, visitors, carpools, and handicapped employees.

SECTION 2. The Employer will continue to provide tools and equipment currently being provided to employees for the accomplishment of their duties. In the event a tool which is the personal property of the employee is stolen or damaged through no fault of their own, the employer will process a claim for replacement based upon its fair value, as provided for in applicable regulations.

SECTION 3. The Employer will make a reasonable effort to maintain adequate and up-to-date ventilation, heating and cooling of buildings affecting employees' health, welfare and morale in accordance with applicable regulations and energy conservation measures.

SECTION 4. All employees are expected to pay promptly all personal financial obligations. The employer agrees not to perform the work of a collection agency for debts allegedly accrued by an employee to a private individual or firm (government credit cards excluded).

SECTION 5. The Employer recognizes its responsibility to ensure that Union officials understand the purpose of various military labor programs and that competition with Civil Service employees is neither contemplated nor desired by the employer.

SECTION 6. The Employer and Union mutually agree to actively support a viable awards program consistent with current and subsequent CBC instructions.

NOTES: _____

ARTICLE 21
THEFT AND DESTRUCTION OF PROPERTY

SECTION 1. The Union recognizes that the theft or destruction of government or personal property is a violation of law, the United States Code, and is a serious breach of employee conduct which will not be tolerated. Therefore, the Union agrees to cooperate with the Employer's efforts to eliminate theft, fraud, waste, and abuse.

SECTION 2. The Employer may seek criminal prosecution as well as disciplinary action for violators.

NOTES: _____

ARTICLE 22
CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employer agrees to support the use of the established Civilian Employees Assistance Program and to cooperate with the Union in making these services available to employees and their immediate family members.

SECTION 2. The current primary program emphasis areas are:

- a. Alcohol and Substance Abuse Marital and Family Issues Legal Referrals
Financial Referrals
Child and Elder Care Referrals Stress Management
Conflict Resolution Problems at Work
Mental and Emotional Distress Referral to Community Resources

b. No employee will have their job security or promotion opportunities jeopardized by their request for counseling and referral assistance, except as limited by laws relating to sensitive positions.

SECTION 3. Employees whose conduct or job performance appears to be impaired over a period of time as a possible consequence of alcohol/drug or other serious emotional/behavioral problems will be given an opportunity to obtain counseling assistance. Employees may voluntarily seek such assistance from their supervisor, the Human Resources Office, a Union official, the Civilian Employees Assistant Program Administrator, or other appropriate recognized counseling facility.

SECTION 4. The Employer may request that an employee contact the Civilian Employee Assistance Program provider. Refusal by the employee to utilize such assistance or to satisfactorily complete the program may subject the employee to disciplinary or adverse action based on job performance or conduct. While each case must be considered on its own facts and merits, disciplinary action may be warranted for acts arising out of a basic incident, such as assault on an employee, damage to personal or government property, spoilage of work products, etc.

SECTION 5. The Employer will conduct an education program for all employees to ensure that they are aware of the benefits of the CEAP program.

SECTION 6. Employer agrees to continue to support the number of free counseling sessions as stipulated in the current CEAP contract or its subsequent revisions. Employer has the discretion to grant administrative leave for the first CEAP counseling session. Additional sessions during work hours will be charged to appropriate leave. Employees have the option to schedule their CEAP counseling after hours on their own time.

NOTES: _____

ARTICLE 23 SAFETY AND HEALTH

SECTION 1. The Employer will make every effort to provide and maintain safe working conditions for employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner. Each employee has a primary responsibility for their own safety and has an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. The Employer will welcome suggestions which offer feasible ways of improving safety conditions. Supervisors will instruct employees in safe working practices.

SECTION 2. Ambulance service and emergency treatment to employees shall be provided in cases of on-the-job accident, injury or illness.

SECTION 3. In the performance of work of a hazardous nature, the Employer shall take all precautions necessary to minimize the possibility of accident or injury to employees.

a. If, in the course of employment, an employee reasonably believes that an assigned task may cause injury or death, that employee will notify their supervisor who will investigate the matter and provide a decision to the employee. If the employee is not satisfied with the decision, the supervisor will arrange with the Safety Office for an investigation and decision. The Union will be notified of the employee's action.

b. The Employer shall supply adequate Personal Protective Equipment (PPE) to include safety shoes, hard hats, hearing protection, gloves, face shields, glasses (shaded for outside work), aprons, raingear, rubber boots and other special PPE equipment to employees whose assignments (temporary and permanent) require such PPE, as determined by the Safety, Environmental or Industrial Hygiene offices. In lieu of government furnished safety shoes, employees may elect to purchase safety shoes of their own choice, provided that the shoes conform to specified standards. Upon confirmation by the Safety Office that the shoes are satisfactory, the employee may present their receipt and be reimbursed in an amount equal to the cost of government furnished shoes or the actual cost of the purchased shoes, whichever is less.

SECTION 4. Adequate rest room and toilet facilities shall be provided all work areas of the center and such facilities shall be supplied with heat, hot water, soap and towels, where practicable in accordance with energy conservation measures.

SECTION 5. Whenever hazardous or unhealthy conditions exists in working areas, the steward may call this condition to the attention of supervisor(s) in the working area in question. If the problem is not resolved, the Union may present the problem to progressively higher levels of supervision, up to and including the Commanding Officer.

SECTION 6. No employee shall be required to lift or operate machinery or equipment which requires physical exertion beyond the limits imposed by current Federal laws or regulations. Such laws and regulations will be made available to the Union upon request.

SECTION 7. In inclement or rainy weather, crews will be transported in covered trucks or pickups with adequate seating and safety equipment.

SECTION 8. Crane operators, mechanics, and equipment operators who work more than twelve (12) hours in any twenty-four (24) hour period, will have safety factors and fatigue considered in making further assignments.

SECTION 9. A qualified fire-watch, as determined by the Ventura County Federal Fire Department, will be provided when required for welding, burning, gasoline handling or other hazardous operations.

SECTION 10. The employer recognizes the right of employees working in NCBC occupied buildings to an environment free of contaminants. Use of tobacco shall be prohibited in all work areas/buildings as per CBCINST.

SECTION 11. The Employer will make every reasonable effort, within available funding and other restrictions, to ensure that those employees whose duties involve moderate to high visual demand on video display terminals (VDT) get necessary work breaks, ergonomic chairs and furniture for equipment, and proper video monitor placing to enhance employee comfort and productivity. The Employer will use NAVMED PSI 12, Navy Environmental Health Bulletin, as its guide in achieving the above.

SECTION 12. The Employer will notify the Union of any scheduled safety inspections so a representative of the Union can attend the inspections.

SECTION 13. When an employee is required to have a physical by the Employer and a medical discrepancy is noted, the employee may be ordered to take a fitness-for-duty examination under the following conditions: (1) the agency determines that the medical examination is necessary primarily for the benefit of the Government; (2) the physician is board-certified in the appropriate medical specialty, and acceptable to the agency; and (3) the physician submits a complete report of the examination directly to the agency. When an agency obtains a fitness-for-duty medical examination, whether by a Federal medical officer or an employee designated physician, there will be no cost to the employee. This provision will be applied in accordance with CFR 339.

SECTION 14. When an employee sustains a work-related injury, the employee will be notified by the Employer of their rights, requirements and entitlements under the Federal Employees Compensation Act (FECA). The Union will be afforded an opportunity to be present at this meeting if requested by the employee.

SECTION 15. When an employee who is injured on-the-job is given a light duty slip by their primary health care practitioner as approved by the Industrial Medical Officer, light duty may be assigned to the employee for a reasonable period of time.

NOTES: _____

ARTICLE 24
WORKING CONDITIONS

SECTION 1. Whenever possible, consistent with workload, employees may not be required to work outside during severe adverse weather conditions. The final determination will be made by the employer.

SECTION 2. Whenever the Union presents issues to the Employer relative to working conditions caused by severe adverse weather situations, the Employer will hold mutual discussions with the Union and take their recommendations into consideration before making a determination regarding the conditions in question.

NOTES: _____

ARTICLE 25
TRAINING

SECTION 1. It is mutually agreed that the training of employees is of vital interest to both the Employer and the Union. The purpose of the training is to increase the skills of employees, and to assist employees in learning new technologies in their trade and/or profession. Management reserves the right to determine training requirements and the numbers, types, and skill levels of employees to receive training consistent with the needs of the Command.

SECTION 2. The Employer will give consideration to conducting job-related training and development courses for employees to improve operating efficiency and to provide employees with an opportunity for self-improvement.

SECTION 3. Each employee of the bargaining unit shall have an equal opportunity to participate in training consistent with their qualifications and work experience as it pertains to job requirements.

SECTION 4. The Employer shall recommend approval of enrollment of employees in job related military correspondence courses. Similar consideration will be given to job-related civilian correspondence courses.

SECTION 5. The Employer shall hold mutual discussions with the Union prior to preparing policies and programs concerning training of the bargaining unit employees.

SECTION 6. When a new series replaces a current job series, employees adversely affected by the change shall be provided assistance and job related training, if needed, consistent with the needs of the Command.

SECTION 7. When the Employer assigns an Employee to attend training, the Employee shall be in a paid duty status during the actual training.

SECTION 8. The Employer will provide job orientation and training as required for employees who become physically disqualified for their current assignment but meet the basic requirements for placement in job vacancies, in accordance with the established policy for placement of the disabled.

SECTION 9. The Union agrees to encourage civilian employees to participate in self-development activities in order to better qualify themselves in their work or profession, and to contribute to their general overall growth and enlightenment as individuals.

SECTION 10. In accordance with applicable rules and regulations, the Employer agrees to consider requests for leave (annual or leave without pay) for brief periods to permit an employee the opportunity to pursue a program of study which will enhance the value of an employee to the Employer.

NOTES: _____

ARTICLE 26
TEMPORARY DUTY TRAVEL

SECTION 1. The Employer will make every possible effort to schedule temporary duty travel time within an employee's regularly scheduled hours of duty. An employee may depart from a temporary duty station the morning following completion of a temporary duty assignment in order to prevent travel during off-duty hours when not required to be at the permanent duty station the first thing the next morning.

SECTION 2. When mission accomplishment requires an employee to travel to a work site on a non-workday, the employee's work schedule may be changed so that the period of travel to the temporary duty site occurs during the employee's scheduled hours of work. The travel time is measured as that period required to travel between the permanent duty site under normal travel conditions. However, in no case will the employee's work schedule be changed to consist of more than eight hours in a work status on a normal non-workday. Normally, their eight hours will be scheduled to occur between 0600 and 1800.

SECTION 3. The Employer will assist employees when requested to process travel requests and claims so that unnecessary delays and hardships on the employee will be avoided whenever possible. Employees will be given an opportunity to explain questionable travel claims and to correct minor errors and omissions.

SECTION 4. Any TDY scheduled which is directly under the control and authority of the Center will be scheduled to provide for the employee to travel during the normal work week whenever practical. If the Employer requires an employee to travel outside normal working hours, the employee will be compensated in accordance with current regulations or subsequent revisions. When on TDY status, overtime work will not be performed outside of the regularly scheduled duty hours without prior approval of the Employer. When it is necessary to schedule an employee on temporary duty to arrive at their destination after 2400 hours, they will be given eight (8) hours time off from the time they checked into their hotel, before reporting to their place of duty, except in emergency situations for mission requirements, or when the employee so elects.

- References:
5 USC 5542
NCBCINST 4651.1
5 CFR 550.112
5 CFR 551.442

NOTES: _____

ARTICLE 27
DISCIPLINARY/ADVERSE ACTIONS

SECTION 1. The Employer will take disciplinary/adverse actions only for just cause, and be supported by evidence as required by law.

SECTION 2. Disciplinary actions covered by the provisions of this Article are written reprimands and suspensions of fourteen (14) days or less. Adverse actions are defined as removals, suspensions of more than fourteen (14) days, reductions in pay, reductions in grade, and furloughs of thirty-days or less.

SECTION 3. In accordance with the Weingarten rights and section 7114(a)(2)(b) of the Federal Service Labor-Management Relations Statute, the Union will be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The Employer shall annually inform employees of their rights under this section.

SECTION 4. When an employee is given a notification of disciplinary/adverse action, a second copy of the action will be provided upon request.

SECTION 5. In disciplinary/adverse action cases, the notice of action or proposed action will be delivered to the employee within a reasonable amount of time following the event which caused the action.

SECTION 6. It is understood that proposed disciplinary/adverse actions carry the right to reply orally and/or in writing. Therefore, these proposed actions may not be contested under the provisions of Article 29, Grievance Procedure.

SECTION 7. In the event a decision is made to act on a proposed (or less severe) disciplinary/adverse action, the employee shall be informed of their timeframe and right to grieve the decision through the negotiated grievance procedure or the statutory procedure (i.e. EEO, MSPB), if applicable, but not both.

SECTION 8. The Employee must be given the opportunity to read and initial any document placed on file which is introduced to support disciplinary/adverse action at a later date.

NOTES: _____

ARTICLE 28
ALTERNATIVE DISPUTE RESOLUTION (ADR)

SECTION 1. On mutual agreement of both Parties, ADR methods may be used to resolve issues. Information regarding ADR methods is available from the local Human Resources Office.

SECTION 2. Both Parties are encouraged to utilize the ADR process at any point prior to or during the grievance procedure. However, the ADR process can only be utilized once per each complaint/grievance.

SECTION 3. Once the Parties agree to the ADR process, the grievance timeframes will be held in abeyance until the ADR process is completed. If the ADR process is not successful, timeframes of the complaint/grievance are to be resumed.

NOTES: _____

ARTICLE 29
GRIEVANCE PROCEDURE

SECTION 1. The Parties of this Agreement and any bargaining unit employee may present a grievance on any matter covered by this grievance procedure. It is recognized that the Union is required to present sufficient facts, testimony and/or documentation, relating to complaints, grievance, appeals or problems encountered in order to facilitate appropriate and timely resolution or action.

SECTION 2. This negotiated procedure shall be the exclusive procedure for use by the Parties in processing grievances and disciplinary/adverse actions, except as prohibited by law or as described below. For disciplinary/adverse actions, the employee may use the negotiated grievance procedure or the prescribed statutory procedure (i.e. EEO, MSPB), if applicable, but not both. Specific exceptions to the negotiated grievance procedures include:

- a. Prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal under 5 USC 7532 (National Security);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in reduction in grade or pay;
- f. Termination of temporary or excepted appointments;
- g. Termination of a temporary position;
- h. Non-selection from a properly constituted list of eligibles for promotion;
- i. Reduction-In-Force;
- j. Termination of a probationary employee;
- k. The adoption or non-adoption of a beneficial suggestion;
- l. EEO complaints;
- m. Letters of caution;
- n. Letters of admonishment;
- o. Any suspension, revocation, probation or any other action affecting an employee's driving privileges or record, or any citation issued by the Security Department. (This does not preclude a grievance concerning any disciplinary/adverse personnel action which results from loss of driving privileges).

SECTION 3. When more than one employee has an identical grievance (the dissatisfaction expressed and the relief requested are the same), the Union will select an individual case for processing under this grievance procedure. The final decision on the case selected will be binding on the other cases.

SECTION 4. Grievances may be presented and processed by:

- a. An employee on that employee's own behalf; in which case the Union will have the right to be present during the settlement proceedings;
- b. An employee with representation appointed by the Union;
- c. The Union on behalf of the employee;
- d. The Union in its own behalf; or
- e. The Employer.

NOTES: _____

SECTION 5. The Employer and the Union expect employees and supervisors to settle grievances as informally and expeditiously as possible. Both Parties are strongly encouraged to utilize the Alternative Dispute Resolution (ADR) process as outlined in Article 28. (This process may only be used once during the grievance procedure). Employee grievances will be processed in accordance with the following procedure:

Step 1. If the grievant does not want to pursue the Alternative Dispute Resolution (ADR) process and decides to grieve, the grievance and the desired resolution will be presented either orally (informally) or in writing (formally) utilizing the NAGE/CBC Formal Grievance Form (appendix B) to the employee's immediate supervisor within fifteen (15) working days after the employee becomes aware of the matter about which they are aggrieved. If resolution of the employee's grievance is not within the authority of the supervisor, (determined by the supervisor), the employee will refer the matter to the Management official having such authority to resolve. The employee will be informed of the findings within ten (10) working days of the date upon which the employee presented their grievance. If the employee's grievance is not resolved, the grievant may present it either orally or in writing to successively higher levels of Management, including their Division Director or 2nd level supervisor. In each instance, the employee's grievance must be presented to the next higher Management Official within ten (10) working days after receiving a decision from Management. Up to this point, the employee will be informed, orally (informally) or in writing (formally), of a decision on their grievance within ten (10) working days. In the event a disciplinary/adverse action is initiated by a Management official, and the employee decides to grieve, the grievance will be presented to the next higher Management official.

Step 2. If the grievant is not satisfied with the decision of the Division Director or 2nd level supervisor, and does not want to pursue the Alternative Dispute Resolution (ADR) process and decides to grieve further, they must present their grievance in writing utilizing the NAGE/CBC Formal Grievance Form (appendix B) and forward it to their Department Head within ten (10) working days after receiving Management's decision. The grievance will:

- a. Be signed by the employee or their designated Union representative.
- b. Be specific regarding the nature of the grievance.
- c. Be specific regarding the personal relief requested.

The Department Head will meet with the employee, their designated Union representative and appropriate Management officials within ten (10) working days after receipt of the grievance. The Department Head will provide the employee a written decision within ten (10) working days after completion of the meeting with the employee.

Step 3. If the grievance is not settled at Step 2 of this procedure, and the grievant does not want to pursue the Alternative Dispute Resolution (ADR) process and decides to grieve further, the grievant may submit their written grievance to the Commanding Officer. If the employee decides to submit their grievance to the Commanding Officer they must do so within ten (10) working days after receipt of the Department Head's written decision. Within ten (10) working days after receipt of the grievance, the Commanding Officer will either render a decision or will meet with the aggrieved Party. When the Commanding Officer determines that such meeting is necessary, their decision will be rendered within ten (10) working days of the date of the meeting. If the employee is not satisfied with the Commanding Officer's decision, the Union may either refer the grievance to pre-arbitration mediation or invoke arbitration. In either case the Union must initiate action within ten (10) working days.

NOTES: _____

SECTION 6. Union/Employer grievances (Section 4d or 4e) over interpretation or application of this agreement or any law, rule, regulation affecting conditions of employment not concerning the employment of any specific employee will be resolved through the following procedure:

- a. Grievance initiated by either Party will be submitted in writing to the other Party within fifteen (15) working days from the date on which the grievable incident occurred or the grieving Party first became aware of being aggrieved. Within ten (10) working days of the receipt of the grievance, the Parties' designated representatives will meet and attempt to resolve the disagreement informally.
- b. If the above efforts do not resolve the dispute, the grieving Party may, within ten (10) working days, request in writing the other Party's official position in the matter. The responding Party will provide a written answer within ten (10) working days of receipt of such request.

If the written response does not resolve the dispute, the grieving Party may either refer the grievance to pre-arbitration mediation or invoke arbitration. In either case the Parties' must initiate action within ten (10) working days.

SECTION 7. The time limits in this Article may be extended by mutual agreement of both Parties. The initiating Party may withdraw the grievance at any time. Failure of the initiating Party to observe the time limits for any step of the procedures will entitle the other Party to reject the grievance for being untimely. Failure of the other Party to observe the time limits for any step of the procedures will entitle the initiating Party to advance the grievance to the next step. The response time at each step will be calculated from beginning of the next working day after receipt of the grievance or presentation of a decision at the preceding step.

SECTION 8. The Union has the right to be represented in any discussion of formal grievances between Management and employees or employee representatives, and to make known the views of the Union at the appropriate time. The right to be present during discussion of grievances is subject to security and confidentiality requirements.

NOTES: _____

ARTICLE 30
PRE-ARBITRATION MEDIATION

The Parties may agree, by mutual consent, to hold arbitration timeframes in abeyance and refer the grievance to pre-arbitration mediation. The Parties will utilize the Federal Mediation and Conciliation Service (F.M.C.S.) for this purpose. If no agreement is reached, the Union reserves the right to pursue the matter to arbitration within 10 working days.

NOTES: _____

ARTICLE 31
ARBITRATION

SECTION 1. Arbitration may be invoked only by the Employer or the Union to resolve grievances within the scope of the negotiated grievance procedure. Within ten (10) working days of receipt of the final step disposition, the Party desiring to invoke arbitration shall notify the other Party in writing. At least 10 working days prior to the hearing, the designated representatives of the Parties will meet and attempt to agree upon the issue or issues, including any question of grievability or arbitrability. The representatives shall also attempt to resolve the matters of stipulation and joint submission including material facts and the Parties' position with respect to the grievance and make such submission to the arbitrator within ten (10) working days of the hearing. In the event the submission cannot be agreed upon, each Party should, but is not required to make its own submission within the time limit cited and provide a copy to the other Party. Submittal to the arbitrator and the other Party shall be made personally or by registered mail, return receipt requested.

SECTION 2. Arbitration may not be invoked for disapproval of quality salary increases, performance, honorary or other discretionary awards.

SECTION 3. Within ten 10 working days after arbitration has been invoked, a request will be forwarded to the Federal Mediation and Conciliation Service for a listing of five (5) available arbitrators. The request will be prepared by the Employer and will be countersigned by the Union. The Parties will meet within ten (10) working days after receipt of the listing to select an arbitrator. If the Parties are unable to agree on an acceptable arbitrator, then each Party will alternately strike a name from the list until a single name remains. This person will be the arbitrator.

SECTION 4: Should a dispute arise as to the grievability or arbitrability of a grievance, that issue shall be separately submitted in writing to the arbitrator for decision. Normally, the arbitrator will rule on the grievability or arbitrability issue before the case may be submitted on the merits.

SECTION 5. In each case where the initiating Party has submitted its summary brief in accordance with the foregoing, an oral hearing shall be expeditiously scheduled after due notice to the Parties by the arbitrator. All procedures relating to arbitration shall be determined by the arbitrator. The initiating Party will normally present its case first. In cases of action covered under 5 USC 7512 and 5 USC 4303, the Employer will be considered the initiating Party. The arbitrator may at their discretion, vary the normal procedure under which the initiating Party first presents its claim, but in any case shall afford full and equal opportunity to all Parties for presentation of relevant proofs.

SECTION 6. The arbitration hearing will be held at a CBC site during regular day shift work hours. The union representative(s) and the grieving employee, or any employee called as a witness, will be excused from duty without loss of pay or charge to leave to the extent necessary to participate in the official proceedings; however, overtime or compensatory time will not be paid to employees for time invoked in the proceedings.

NOTES: _____

SECTION 7. The Parties will request that the arbitrator's decision be rendered not later than 10 calendar days after conclusion of the hearing.

SECTION 8. The arbitrator shall have jurisdiction and authority to interpret this agreement and to apply it to the particular case under consideration.

SECTION 9. The arbitrator shall be prohibited from adding to, modifying, or subtracting from the terms of this Agreement or any supplemental written agreement of the Parties.

SECTION 10. The arbitrator's decision is binding on the Parties; however, either Party may file an exception to the decision with the Federal Labor Relations Authority.

SECTION 11. The compensation and expense of the arbitrator and of arbitration shall be borne equally by the Parties. If not provided by the arbitrator, either Party shall have a right to a transcript at their own expense.

NOTES: _____

ARTICLE 32
CONTRACTING OUT

SECTION 1. Subject to security requirements, the Employer will inform the Union and upon request hold information sharing discussions with the Union prior to contracting out work which may impact members of the bargaining unit, except when such contracting has been directed by higher authorities. Nothing in this section shall limit Management's discretion to contract out work normally performed by personnel in the bargaining unit.

SECTION 2. The Employer will notify the Union of any Commercial Activity Studies (CA/A-76) prior to notifying the bargaining unit employees.

NOTES: _____

ARTICLE 33
DUES ALLOTMENT

SECTION 1. Union dues (the regular, periodic amounts required to maintain an employee in good standing with NAGE) shall be deducted from an employee's pay each pay period when the following conditions have been met:

- a. The employee either is a member in good standing of NAGE, or has signed up for membership subject to the payment of their first month's dues through voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by NAGE.
- d. NAGE through its authorized official has completed and signed Section A of such form.
- e. Such completed form shall be turned over promptly to a NAGE officer for transmittal to the Resource Management Department.

SECTION 2. NAGE shall supply to the employees involved Standard Form No. 1187 (Allotment Form), and shall be responsible for the distribution of such forms to its members and for completion of section A thereon, including the certification of the current amount of such local Union's regular dues to be deducted each biweekly pay period. NAGE shall also be responsible for educating its members on the program for allotments for payment of dues, its voluntary nature and uses, and availability of the required form.

SECTION 3. Deduction of dues shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the Resource Management Department. However, such forms must be sent to the Resource Management Department, via the Human Resource Office, and received three (3) work days prior to the beginning of the payroll period.

SECTION 4. The amount of the Union dues to be deducted each biweekly period shall remain as originally certified on such allotment forms by it authorized Union official until a change in the amount of such deductions is certified by an authorized official and such certification of change is duly transmitted through NAGE to the Resource Management Department.

SECTION 5. Any such change in the amount of an employee's regular dues shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the Resource Management Department, or a later date if requested by NAGE. Such notice of change to be effective with the start of the next pay period must be received by the Resource Management Department, three (3) work days prior to the beginning of the payroll period. Changes in the amount of Union dues shall not be made more frequently than once each 12 months.

NOTES: _____

SECTION 6. An employee's voluntary allotment for payment of their Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of formal recognition by NAGE.
- b. Transfer of the employee outside the bargaining unit.
- c. Separation of the employee for any reason including death or retirement.
- d. Receipt by CBC of notice that the employee has been expelled or has ceased to be a member in good standing of their local Union.

SECTION 7. The employee may terminate their Union dues once a year if conditions (a) or (b) below are met. A Standard Form 1188 must be submitted to the Resource Management Department via the Human Resource Office, executed in duplicate by the individual employee.

- a. If the employee has not been on dues withholding for one year (from the time the employee's dues actually started) they may revoke their dues on their anniversary date.
- b. If employees have been on dues withholding for one or more years, dues may be revoked on the first pay period following March 1st.
- c. In any event, the SF-1188 must be received by the Resource Management Department three (3) working days prior to either the first anniversary date or the end of the first pay period following March 1st so that the revocation can become effective the first pay period following.

SECTION 8. NAGE having members on voluntary allotment of its Union dues shall promptly notify the Resource Management Department, in writing when any such member is expelled or for any reason ceases to be a member in good standing. Such notices shall be in duplicate and transmitted to the Resource Management Department, by the NAGE which shall retain the duplicate for its records. Such notice must be received by the Resource Management Department at least three (3) work days prior to the start of the next pay period.

SECTION 9. The Employer shall process all SF-1187's and SF-1188's to the Defense Finance and Accounting Service within the payroll period received.

SECTION 10. Neither the Employer nor the Union will knowingly continue or permit dues withholding for an employee who is no longer in the bargaining unit. When an employee is no longer in the bargaining unit, it is the employee's responsibility to submit a Standard Form 1187 in duplicate to the Resource Management Department via the Human Resource Office.

NOTES: _____

ARTICLE 34
DURATION OF AGREEMENT AND AMENDMENTS

SECTION 1. This Agreement will become effective upon approval by the Department of Defense. Any amendments arrived at by negotiation under Section 4 or 5 of this Article require similar approval.

SECTION 2. This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval. This Agreement will automatically be renewed for one (1) year periods thereafter unless either Party requests re-negotiation. A request for re-negotiation must be submitted in writing not more than ninety (90) days and not less than sixty (60) days prior to the initial termination date of the Agreement, or subsequent yearly termination dates thereafter.

SECTION 3. When the re-negotiation of this Agreement is pending or in progress, and the Parties are unable to complete such re-negotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is approved.

SECTION 4. By the consent of the Parties, the Agreement may be opened for amendment at any time. A request for revision of the Agreement by either Party will be in writing and will include a summary of the basis of the request. Only those articles specifically and mutually agreed upon prior to re-opening negotiations will be subject to re-negotiation.

SECTION 5. Amendments to this Agreement may be necessary due to changes in applicable laws or Executive Orders. When this occurs, the Parties will meet to bring the Agreement in conformance with the requirements of such laws or Executive Orders.

SECTION 6. Approved amendments or changes to this Agreement become a part of, and are subject to the same terms as the basic Agreement.

NOTES: _____

ARTICLE 35
PUBLICATION AND DISTRIBUTION OF AGREEMENT

SECTION 1. At the Employer's expense, this Agreement will be reduced to a 5 ½ X 8 ½ inch booklet and will be distributed to all employees in the bargaining unit, and fifty (50) 8 ½ X 11 inch copies will be provided to the Union.

SECTION 2. A copy of this Agreement will be posted and maintained on all Union bulletin boards by the Union.

SECTION 3. The Employer will post and maintain a copy of this Agreement on the CBC Intranet. The Union will also post and maintain a copy of this Agreement on the Union's web page on the CBC Intranet.

Reference:
CBC Intranet url <https://navfac.navy.mil/nbc>

NOTES: _____

APPENDIX (A)

INSTRUCTIONS FOR OVERTIME RECORD

1. Start this record beginning 1 January of each year with seniority being the initial criteria, followed by the least amount of overtime worked. (See Article 15, Section 4).
2. Anytime overtime is worked, the entire work center must be updated by entering date worked at the top of this record and updating each individual's status.
3. The top left portion of the block is for the action on that date and should be recorded using the following notations:

A for "Employee/absent."

NA for "Not asked to work because his/her turn is not up."

D with **number of hours** for "Declined the offer to work the number of hours the employee would have worked if this employee had accepted the work offered."

NQ for "Declined outside the assigned work center or not asked because employee does not qualify to perform the work required."

W with **number of hours** for "The number of hours actually worked."

4. The lower right portion is for the cumulative number of hours worked.
5. Examples:

Example	#1	#2	#3	#4	#5	#6
	9/1/03	9/2/03	9/3/03	9/4/03	9/5/03	9/6/03
DYLAN PARKER	W8 8	NA 8	D4 12	NQ 12	W4 16	NA 16

1. Was asked to work 8 hours and accepted.
2. Was not asked, because it was not the employee's turn. Carry over the prior overuse of 8 hours worked.
3. Was asked to work 4 hours, but declined. Hence, the previous 4 hours were added to 8 hours for a total of 12 hours.
4. It was the employee's turn. The employee was not asked because employee did not qualify. to perform the work being done that day. Carry over the 12 hours.
5. Was asked to work 4 hours and accepted for a new total of 16 hours.
6. It was employee's turn, but the employee was absent from work and could not be asked.

NOTE: This record will be available at all times to an employee, union representative, or to management.

APPENDIX (B)
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R12-29
CBC FORMAL GRIEVANCE FORM

Employee's Name _____ Code _____ Phone _____

Department _____ Building No. _____

Occupation _____ Grade or Title _____

Name of Representative _____ Phone _____

Statement of the Grievance (Be specific):

Alleged Violation (Be specific):

Resolution Desired

Acknowledgement of receipt _____ Code _____ Date _____

(Comments may be continued on reverse side or on an attached page)

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THIS AGREEMENT WAS EXECUTED ON THE 14TH DAY OF MAY, 2003.

Approved by the Department of Defense on May 30, 2003.