

AGREEMENT
BETWEEN
NAVAL AVIATION DEPOT, NORTH ISLAND
AND THE
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND
TECHNICAL ENGINEERS (IFPTE), LOCAL 16



APPROVED BY THE SECRETARY OF THE NAVY
11 SEPTEMBER 2000

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PREAMBLE

We, the Naval Aviation Depot (NADEP), North Island, San Diego, CA and the International Federation of Professional and Technical Engineers, Local 16 (IFPTE-16), an affiliate of the Congress of Industrial Organizations (CIO), the American Federation of Labor (AFL) and the Canadian Labor Council (CLC), agree to collaborate and faithfully adhere to the provisions of the NADEP, North Island Labor-Management Partnership Team (LMPT) Charter.

Hereinafter, the NADEP and the IFPTE-16, will be referred to as the "Employer", and the "Union". respectively.

Accordingly, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION AND COVERAGE

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all General Series (CS), and Wage Differential (WD) employees in the Bargaining Units. "Employee" as used hereinafter is defined as a member of the Bargaining Units. Excluded from the Bargaining Units are management officials, supervisors, and other persons as described in Section 7112(b)(2), (3), (4), (6). and (7) of the Civil Service Reform Act, hereinafter referred to as the "Act." Also excluded are persons represented by other labor organizations. Terms and conditions of this contract apply only to Employees and positions within the Bargaining Units.

ARTICLE 2 UNION RERREPRESENTATION

Section 1. The Employer agrees to recognize up to twenty Union officers (Union Competency Representatives and Union Complaint Analysts) in dealing with the Union and in the administration of this Agreement. The Union shall supply the Employer in writing, and maintain on a current basis, a complete list of all Union Representatives.

Section 2. The Employer agrees to allow reasonable and necessary time for Union Officers to conduct appropriate Labor-Management Relations business and other appropriate matters as specifically provided for in the Agreement or other appropriate regulation. The conduct of Labor-Management business by the parties to this Agreement shall be free from intimidation or harassment. Time off from work shall not be used for discussion of any matters connected with the internal operations of the Union, the collection of dues, assessments or other funds, the solicitation of membership, campaigning for elective office, or the distribution of literature.

Section 3. Before conducting Labor-Management business during working hours, a Union representative will first notify his/her supervisor, or person designated by the supervisor of where he/she will be and will be granted a reasonable amount of time to conduct Labor-Management business. The Union Representative will be released from His/her assigned-duties in the absence of completing work requirements that dictate otherwise. When the business involves another employee, that employee's supervisor will be notified in advance and he/she will release the employee from his/her assigned duties in the absence of a compelling work requirement. The Union agrees to guard against the use of excessive time during working hours and will encourage employees to engage only in activities authorized by the Agreement and appropriate regulations. It is also agreed that every attempt will be made to resolve differences at the lowest level possible.

Section 4. Union Complaint Analysts will be provided reasonable and necessary official time to discuss, investigate and resolve employee concerns and grievances, attend informal and first-step grievance meetings and interface with supervisors/managers on matters of mutual concern. Union Complaint Analysts are expected to perform their regularly_ assigned duties at all other times.

Section 5. The Union Competency Representatives will be provided reasonable and necessary official time to process second step grievances, attend second step grievance meetings, and interface with second level

officials on matters of mutual concern. The Union Competency Representatives are expected to perform their regularly assigned duties at all other times. In the event of the absence from work of one of the Complaint Analysts, the Union Competency Representative shall act in the Analyst's place.

Section 6. The Union President will be given reasonable and necessary official time to serve as the principle point of contact between the two parties and the principal party for the Union for insuring that the provisions of this Agreement are administered fairly and equitably throughout the Unit. The President and the Commanding Officer (or designated representative) will be responsible for ensuring that problems are settled at the lowest level possible. The President is expected to perform regularly assigned duties at all other times.

Section 7. In cases where the President is absent, the Vice-President will be allowed to perform the official duties of the President provided that prior notice is given to the command.

Section 8. The Employer agrees to provide an office with a base telephone for Union use and permit a personal Union phone to be installed, the cost of installation and all other charges for the personal phone to be borne by the Union. The office will be used to conduct normal Labor-Management relations business as outlined in this Agreement. The Union will not use the office for matters relating to internal Union business' during normal working hours.

Section 9. The Employer agrees to make necessary arrangements for authorized Local and National Representatives of the TETTE to visit the Activity at suitable times on appropriate business, subject to applicable security regulations. Such Representatives will advise the Human Resources Office (EEO) of the purpose of any intended visit in advance, with as such notice as practicable.

Section 10. The President and Union Complaint Analysts. will each be given twenty hours of administrative leave per year to attend training sessions of mutual benefit to the Employer and the Union so long as the request meets the requirements pf appropriate authority and is forwarded to. the Employer five days prior to the day of requested excuse. The Employer agrees to consider requests for up to eight hours administrative leave for Union Competency Representatives to attend training sessions of mutual benefit to the Employer and the Union so long as the request meets the requirements of appropriate authority and is forwarded to the Employer five days prior to the day of requested excusal. This time allowed is not accumulative from year to year. An agenda of planned training, briefings, or orientation will accompany requests for such time allowed.

Section 11. The Employer agrees to distribute copies of this Agreement to all Unit Employees. A copy of this Agreement will also be given to each newly hired Unit employee. The cost of printing this Agreement will be borne by the Employer.

Section 12. It is agreed that the appropriate management official (AMO) will meet with the Union and discuss matters of mutual interest. Such meetings may be held at the request of either party but it is anticipated that not more often than once a month will be required for this purpose.

Section 13. The Employer agrees to furnish an up to date list of all employees in the Unit no more than once quarterly, and at the request of the Union. Such listing shall include the name, classification, grade, position title, and code of each employee in the Unit.

Section 14. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against Union officials for performing their duties in accordance with the provisions of this Article.

ARTICLE 3

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. It is agreed that the Employer will deduct Union dues from the pay of Employees who have voluntarily completed and submitted NAVAVNDEPOT N. I.12711/1, or other comparable form, "Request for Payroll Deductions for Labor Organization Dues" and who receive pay sufficient to cover the total amount of the allotment.

Section 2. Any Employee, at any time, is free to become a Union Member by Completing the above form. The above form will be available from, and can be processed by, any Union official. The Union official will process the form and forward it to HRO who will in turn forward it to the servicing payroll office within five working days. Employees may also pay their dues annually directly to the Union.

Section 3. The Union agrees not to change the amount of the Union dues more than once a year.

Section 4. Employees may terminate their allotment for Union dues deduction by submitting the NAVAVNDEPOT N. I. 12711/2 form, "Cancellation of Payroll Deductions for Labor Organization Dues," to the HRO within thirty days prior to the anniversary of their initial dues deduction date. Cancellation forms will be available through the Union and HRO.

Section 5. It is the responsibility of the Employee and the Union to ensure that the yearly dues paid directly to the Union are kept current. Union membership automatically terminates if yearly dues are not paid within thirty days of the employees' union membership anniversary date.

Section 6. If an overpayment occurs after the requirements of Section 4 and 5. have been satisfied, the Employer and Union will jointly reconcile the overpayment. The Union is responsible for reimbursing employees under these circumstances.

Section 7. An employee's allotment for payment of his/her Union dues shall be terminated with the start of the first full pay period in which any of the following occur:

- a. Loss of exclusive recognition of the Union;
- b. Transfer of the employee, resulting from a change in employment status to a position outside the Bargaining Unit;
- c. Separation of the employee for any reason, including death or retirement;
- d. Receipt by the Employer of notice that the employee has been expelled or ceases to be a member in good standing of the Union;
or
- e. Upon timely receipt by the Employer of a dues cancellation form.

ARTICLE 4

EMPLOYER RIGHTS

Section 1. Management retains the right:

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

b. In accordance with applicable laws:

(1) To hire, assign, direct, lay off, and retain employees in the Activity, 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 activity 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;

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

ARTICLE 5

PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, the parties are governed by existing or future laws and regulations of appropriate authorities, including but not limited to regulations and polices set forth in Title 5 of the Code of Federal Regulations; by published Department of Defense and Department of the Navy policies and regulations in effect at the time this Agreement was approved; and by subsequently published Department of Defense and Department of the Navy policies and regulations.

Section 2. It is agreed that any Naval Aviation Depot regulation issued during the life of this Agreement will not be applied if such application would be inconsistent or in conflict with existing provisions of this Agreement. Rules and regulations in existence at the time this Agreement which are approved and are not in conflict with this Agreement remain in effect. Any modifications, revisions, or terminations of these rules and regulations are matters for collective bargaining.

Section 3. The Employer agrees that all employees in the bargaining unit will be treated fairly and equitably in the application of agency regulations, regulations of higher authority, and established procedures.

Section 4. It is agreed and understood by both parties that the provisions of the Act shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 1. It is agreed that employees in the Unit defined herein shall be protected in the exercise of the right, freely, and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participate in the management of the Union and acting for the Union in the capacity of a designated Union representative, including presentation of its view to officials of the Executive Branch, the Congress, or other appropriate authority except as expressly prohibited in the Act.

Section 2. The Employer shall take such action consistent with law and directives as may be required in order to assure employees that no interference, restraint, coercion, or discrimination is practiced Within the Activity to encourage or discourage membership in any labor organization.

Section 3. When an employee is moved from one work area to another, the employee's Employer will give the employee reasonable advance notice prior to the move.

ARTICLE 7

MATTERS FOR NEGOTIATION AND/OR CONSULTATION

Section 1. The Union, as representatives of the employees within the Unit, shall have the right and the responsibility to present its views to the Employer, either orally or in writing on any matter of concern which is appropriate for discussion and negotiation.

Section 2. Matters appropriate for discussion and negotiation between the Union and the Employer are personnel policies, practices, and matters affecting working conditions of employees in the Unit under the discretion of the Employer. Amendments or supplements to this Agreement may be negotiated as provided in Article 25, 'DURATION AND CHANGES.'

Section 3. The Employer will provide the Union with an advance copy of any proposed command instruction which effects changes in personnel policy or practices affecting general working conditions of unit employees. The Employer will consult with the Union regarding such changes in the proposed instruction, providing request for such consultation or negotiation is submitted within ten calendar days after receipt of the advance copy. Requests to meet and confer will be handled in accordance with Section 5 below.

Section 4. It is recognized by the parties that this Agreement is not all inclusive and that there is an obligation to meet and confer on substantive changes to personnel policies, practices, and matters affecting working conditions of Employees in the Unit, as required by the Act, such as, but not limited to: reorganizations, work location changes or alterations, changes to organizational structures, reductions in force, and changes in employee services.

Section 5. Unless required by law or National Security, all working conditions will be mutually agreed to before implementation. Changes caused by Mission changes will be bargained in good faith. After such good faith bargaining, implementation will require written notification to the Union, if requested by the Union.

- a. Upon receipt of the Employer's proposed changes, the Union, if negotiations are desired, shall have five working days to submit a written request for negotiations.
- b. The parties shall, within ten calendar days from receipt of the Union's request to bargain, commence negotiations.
- c. Once commenced, negotiations will continue until mutual agreement can be reached or, if necessary, Federal Mediation and Conciliation Service and/or Federal Service Impasses Panel resolution.

d. The Union and the Employer agree that if after bargaining in good faith there is no agreement reached between the parties, the Employer may implement the Employer's proposal; however, negotiations will continue after such implementation.

e. Any agreements reached or settlements directed which change the Employer's implementation shall be effected on a date selected by mutual agreement or as directed by appropriate authority.

ARTICLE 8
HOURS OF WORK

Section 1. Regular shift hours of Unit employees will not be changed without prior notification to the Union. and affording consultation to the Union. The Union has the right to negotiate the impact of such change, as required by the Statute.

Section 2. Different work hours and/or shifts may be requested by the employee. The denial of this request will be based on appropriate work related reasons.

Section 3. When an employee in the Bargaining Unit is relieved from duty by the Employer during his/her regularly scheduled tour of duty and during his/her workweek due to interruption or suspension of operations, he/she shall be paid for the full tour of duty without any part of the day charged to his/her annual leave account. Employees reporting to work as scheduled shall not be required to take annual leave for any part of the scheduled shift without notification on the part of the Employer prior to the end of the employee's previous shift. In the event such notification is not made on a scheduled workday, such notification shall be made at least twenty-four hours in advance.

Section 4. Employees will not normally be assigned to any other shift without advance notice. Other than volunteers, all assignments to either the second or third shift will be made on a rotational basis normally for a period of twelve workweeks after which the employee shall be scheduled back to the day shift (first shift). Records will be kept of all assignments to night shift work and in case of alleged inequities, will be made available to the Union upon request of the affected employee. However, this will not preclude the employer from making assignments based on the determination that certain qualifications are necessary.

ARTICLE 9

OVERTIME

Section 1. Overtime will be administered in accordance with applicable laws and regulations.

Section 2. Employees in the Bargaining Unit required to work overtime work will not be required to use annual leave or be placed on leave without pay during the basic workweek solely to offset the payment of overtime.

Section 3. The Employer agrees that overtime work will be distributed equitably among employees within their currently assigned duties and areas by the person assigning overtime when the particular workload requiring overtime cannot be met by the employees within the currently assigned area, then the overtime assignments shall be distributed equitably, with preference being given to employees in the appropriate function where the workload exists.

Section 4. The employee overtime record for each overtime group will be openly displayed in the Shop in such a manner that the Employees involved may check their standing. Such records shall be maintained on a calendar year basis, subtotaled quarterly. Transfers into an established shop overtime group will be entered at the group average. Employees who are assigned to work overtime outside their overtime group shall have that overtime recorded on their permanent overtime group record. It is recognized that some areas do not regularly work over time or overtime is typically project driven. Such areas will be exempt from the recording requirements outlined above.

Section 5. An employee shall receive at least two hours overtime if he/she is called back to work at a time outside of and unconnected with, his/her scheduled hours of work within his/her basic workweek to perform unscheduled overtime work of less than two hours duration, even though less than two hours work is actually performed. Such overtime pay will be administered in accordance with applicable law and regulations.

Section 6. When an employee is scheduled to work a full shift on Saturday or Sunday and the Employer on that day determines the employee's services are not needed for the entire eight hour shift, the employee may be relieved from duty after two hours work, or such additional time as the Employer may determine necessary to complete the work. In such cases, the Employer will notify the employee during the first four hours of the shift whenever

possible. In all cases, the supervisor will notify the employees of changer in the overtime schedule as soon as possible.

Section 7. The Employer agrees to maintain and to make available records of overtime to the Union for the resolution of employee complaints.

Section 8. The Employer will, upon request, relieve an employee from an overtime assignment if such assignment results in a significant inconvenience or hardship on the individual and another qualified employee is available and willing to accept the assignment. In making overtime assignments, the Employer will make reasonable accommodations for the religious needs of employees on the Sabbath and on religious holidays of their particular faith providing such considerations do not unduly hinder operations.

Section 9. The Employer agrees to give employees as much advance notice as possible when overtime is required. When employees are required to work overtime on a weekday, an effort will be made to notify employees no later than the first four hours of the preceding shift. When employees are required to work on a Saturday or Sunday, reasonable efforts will be made to notify employees on the preceding Thursday.

Section 10. Unit employees may request, via memorandum to the supervisor, compensatory time in lieu of overtime compensation. Such requests will be considered by the supervisor and granted or denied based on legal/regulatory eligibility, workload, and staffing consideration. If compensatory time is denied, the supervisor will return the memorandum to the requesting employee with a written reason for the denial. To the extent practicable, employees should be permitted to use their compensatory time at times convenient for them.

ARTICLE 10

HOLIDAYS

Section 1. Employees will receive holiday benefits as prescribed by applicable regulations and laws. All holidays will be observed as non-workdays and employees will receive their regular pay including shift differentials where applicable.

Section 2. It is agreed that the Employer will provide Employees as much advance notice as possible when the Employer requires an employee to work on a holiday. The Employer agrees to pay employees their regular hourly pay, including shift differential, plus their holiday pay, for all such holiday work.

ARTICLE 11

ANNUAL LEAVE

Section 1. Employees earn and accrue annual leave in accordance with applicable, laws and regulations.

Section 2. Annual leave to an employee's credit will be granted at any time during the year when properly requested and when workload requirements permit. Annual leave will not be denied unless there is a valid reason. Leave denial shall include a written statement of the reason for denial in the appropriate section of the Standard Form (SF-71). The Employer and the Employee mutually agree to make every reasonable effort to provide as much advance notice as possible when planned annual leave must be canceled.

Section 3. (a) All requests for leave will be submitted to the approving official (normally the immediate supervisor) for official action on a SF-71. Such requests must be submitted in advance except where the leave is unplanned and due to illness, injury, or emergency.

(b) When a request for annual leave, other than previously approved vacation leave noted in Section 4 below is made on SF-71, "Application for Leave", the following actions apply:

(1) Requests for annual leave, submitted the day before the requested day of leave, will be acted upon before the end of the work shift.

(2) Requests for annual leave, submitted more than one day in advance of the requested leave date or dates, may be handled in one (1) or two (2) ways:

(a) If a need for positive disapproval is apparent, such disapproval and the reasons therefore shall be made on SF-71 at that time and a copy of the form returned to the employee.

(b) Tentative approval may be given but, if later disapproval is absolutely necessary, the employee will be advised as soon as possible prior to the first day of the annual leave requested.

Section 4. As soon as possible after January 1, but no later than March 1 of each year, employees will be given an opportunity to indicate their choice of time(s) for planned annual leave (normally one week or more) for vacation purposes. After the supervisor has received and reviewed all of the employees' preferences, a vacation schedule will be formulated. Conflicting vacation preferences not resolved by discussion between the supervisor and employees will be determined on the basis of employees, service computation dates. Once an employee has had vacation leave scheduled, a request by that employee to change his/her leave will not be approved unless workload

and staffing requirements permit such rescheduling and the change would not result in the involuntary cancellation of another employee's scheduled leave.

Section 5. The Employer agrees to make vacation leave schedules available to the Union upon its request for the resolution of employee complaints.

Section 6. The Employer agrees to make reasonable efforts to grant annual leave to any employee applying for such leave on a workday which occurs on a religious holiday associated with the religious faith of the employee.

Section 7. In the event of a planned shutdown or periods of reduced operations, the Employer will consult with the Union in advance of such event. If the Employer schedules a shutdown of the Activity, consideration will be given to providing work to employees not having annual leave to their credit.

Section 8. The Employer agrees to follow a liberal leave policy for employees requesting annual leave on their birthday.

ARTICLE 12

SICK LEAVE

Section 1. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations.

Section 2. (a) Sick leave as necessary for prearranged appointments shall be granted to the extent due and accrued for medical, chiropractic, psychiatry, dental or optical examinations or treatment. Sick leave for these purposes will be applied for in advance.

(b) The employee will call his/her supervisor within the first two hours of the work shift, on the first day of an unplanned absence, and will advise the supervisor of the estimated duration of the illness. The employee will advise the supervisor should the absence extend beyond that period.

Section 3. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave for periods of three consecutive days or less, except in individual cases where there is a reasonable indication that the employee is abusing sick leave privileges. However, the Union recognizes the Employer's responsibility to take necessary action to correct sick leave abuse, which could include medical support for all absences where sick leave is requested. It is agreed that such cases requiring a medical certificate for such absence shall be reviewed, by the Employer at the request of the employee or the Union, with the approval of the employee involved, after a six-month period from the date of issuance. When determination is made that the restriction is no longer necessary, the employee shall be notified in writing. It is further agreed that special requests for medical certificate shall not be substantially based on absences of sick leave which have been approved as a result of an acceptable medical certificate.

Section 4. Periods of absence on sick leave for more than three consecutive workdays must ordinarily be supported by a certificate of physician or practitioner and be filed within seven calendar days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her ailment may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

Section 5. The Employer agrees that employees not serving under a special request for medical certificate shall not be required to furnish a doctor's certificate to substantiate such sick leave, unless the absence exceeds three workdays of continuous duration.

Section 6. Advance sick leave may be granted to career-conditional employees who are incapacitated for duty because of serious illness or disability. Decisions regarding advanced sick leave will be made in accordance with provisions of appropriate regulations, including the current Activity Instruction 12630.

Section 7. In the event an employee who has been referred to the occupational Medical Officer is determined to be seriously ill or injured and appropriate treatment requires hospitalization; the Occupational Medical officer will determine what ambulance transportation to the nearest civilian hospital is necessary.

Section 8. When an employee becomes ill at work and requests sick leave, the employee may, at the discretion of the supervisor, be released without checking out through the dispensary.

ARTICLE 13

LEAVE OF ABSENCE AND EXCUSED LEAVE

Section 1. Employees will be granted leaves of absence without pay provided workload consideration allow and the provisions of applicable laws and regulations are met. Employees normally will be granted accrued annual leave or leave without pay to accept temporary positions with labor organizations or to attend conventions or meetings of labor organizations as defined in the Statute. In the absence of compelling circumstances to the contrary, and upon submission of ten workdays advance notice in writing, not more than one employee accepting a full time position as a Union Representative shall be granted leave without pay up to periods of one year for each application.

Section 2. The Employer agrees that when given adequate advance notice in writing that an employee in the Unit has been elected or appointed to serve as a delegate to any Union activity requiring a leave of absence of not more than three weeks, such employees shall be granted annual leave, and/or leave without pay, provided the provisions of laws and regulations are met. No more than three employees at the same time will be granted leave for this purpose.

Section 3. Employees in approved leave without pay status accrue all rights and privileges regarding service credit, retention rights during a reduction-inforce, retirement benefits, and coverage under Group Life Insurance and Federal Employees Health Benefits Programs in accordance with applicable laws and regulations. It is understood that continuation of these benefits in an extended unpaid leave status will require increased financial contribution on the part of the employee. The Employer will inform employees granted extended unpaid leave of their options to continue the aforementioned coverage and the conditions pertaining thereto.

Section 4. An employee may be allowed excused time subject to the workload scheduling and manpower requirements of the Employer in accordance with applicable rules and regulations.

Section 5. Employees may volunteer as a blood donor in accordance with the current Activity Instruction 12790 series.

Section 6. An employee who is tardy for less than one hour, or an employee who needs to be absent from his/her assigned work for a period of less than one hour, may be excused without charge to leave or loss of pay at the discretion of the immediate supervisor.

Section 7. Employees may at the discretion of the Employer be granted Leave without pay for other purposes where improved performance or health would result.

ARTICLE 14
OTHER LEAVE

Section 1. When personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek, the employee shall be allowed to work and accumulate sufficient Religious Compensatory overtime before the period of religious observance for the purpose of allowing the employee leave. The adjustment of work schedules is subject to the Employer's determination that the modification will not interfere with the efficient accomplishment of the mission of the Activity. If the opportunity to work Religious Compensatory overtime does not exist, the employee shall elect to have the absence charged to annual leave or leave without pay.

Section 2. Other leave, to include military leave, will be granted in accordance with applicable acts such as Family Friendly and Family and Medical Leave Act, as described below:

FAMILY AND MEDICAL LEAVE ACT

Section 3. The Family and Medical Leave Act (FMLA), enacted by Public Law 103-3, provides unpaid family and medical leave for Federal employees covered by the annual and sick leave system established under Chapter 63 of Title 5, United States Code. Employees serving under an intermittent appointment or temporary appointment with a time limitation of one year or less are excluded from coverage.

Section 4. An eligible employee shall be entitled to a total of 12 administrative workweeks of unpaid leave (leave-without-pay) during any 12-month period for one or more of the following reasons:

- a. Birth of a son or daughter and care of newborn (within 1 year after birth);
- b. placement of a son or daughter with employee for adoption or foster care (within 1 year after placement);
- C. care for spouse, son, daughter, or parent with a serious health condition; or
- d. serious health condition of employee that makes employee unable to perform duties of his/her position.

Section 5. FMLA leave may not normally be taken intermittently, or on a reduced schedule. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA (i.e., Leave Transfer Program). FMLA leave is in addition to other paid time off available to an employee.

Section 6. An employee must normally provide 30 days' notice of need for leave. Medical certification is required with the date of onset, prognosis, duration and a statement of need for care for the employee's spouse, son, daughter, or parent who has a serious health condition, or for the serious health condition of the employee.

FAMILY FRIENDLY LEAVE ACT

Section 7. The Family Friendly Leave Act (FFLA), enacted by Public Law 103-388, expands the use of sick leave by permitting most employees to use a total of up to 104 hours of sick leave each leave year (or, in the case of a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave normally accrued during a leave year) to provide care for a family member, i.e., spouse and spouse's parents; children, including adopted children; brothers/sisters and their spouses; and any individual

related by blood or affinity whose close association with the employee is the equivalent of a family relationship, as a result of (1) physical or mental illness; injury; pregnancy; childbirth or medical, dental, or optional examination or treatment; or (2) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Section 8. All covered full-time employees will be able to use a total of up to 40 hours (5 workdays) of sick leave each year for family care or bereavement purposes. In addition, a covered full-time employee who maintains a balance of at least 80 hours of sick leave will be able to use an additional 64 hours (8 workdays) of sick leave per year for these purposes to a maximum of 104 hours (13 workdays) per year for employees who satisfy this condition.

Section 9. For absences of 3 workdays or less if documentation is not immediately available prior to the employee's need to use sick leave, the supervisor may grant sick leave pending receipt of documentation. Under these circumstances documentation must be received immediately after the emergency ends.

ARTICLE 15
MILITARY LEAVE

Section 1. Eligible Unit employees will accrue and be granted military leave in accordance with controlling law and regulation.

Section 2. Military leave for eligible employees accrues at the rate of fifteen calendar days per fiscal year. A maximum of fifteen days of accrued military leave may be carried over into the succeeding fiscal year in addition to the fifteen days credited at the beginning of that fiscal year.

Section 3. An employee requesting military leave will submit such request on an SF-71, with a copy of his/her official orders, to the immediate supervisor as far in advance of the requested leave as possible. A signed copy of the order will be presented to the employee's supervisor immediately upon the employee's return to work from military leave.

Section 4. If an employee has exhausted his/her accrual of military leave he/she will be granted annual leave or leave without pay for purposes for which military leave would be required.

Section 5. An employee on military leave will generally not lose compensation due to that status. He/she will receive compensation for regularly scheduled overtime that he/she would otherwise have worked and/or night pay/shift differential to which he/she would otherwise have been entitled.

ARTICLE 16

CIVIC RESPONSIBILITY

Section 1. In the event an employee is under summons to serve on a jury or qualify as a juror or as a witness in behalf of the United States Government, he/she shall be granted court leave for the time required to perform such duties, but not to exceed eight hours per day.

Section 2. If an employee is called for jury duty, he/she shall promptly notify the immediate supervisor and present a true copy of the summons so that arrangements may be made for his/her absence.

Section 3. In instances where time and travel permit, an employee is expected to return to work when excused by the court for one day or a substantial portion of a day, i.e., where he/she can be on the job for two or more hours.

Section 4. Generally, an employee's compensation will not be diminished while being carried in a court leave status. Such employee will be entitled to compensation for regularly scheduled overtime that he/she would have otherwise worked, and/or night pay/shift differential he/she would otherwise have received.

Section 5. Upon completion of jury service, an employee shall present to his/her supervisor a signed jury card or other satisfactory evidence of the time served on such duty.

Section 6. The Employer and the Union mutually agree that Unit employees will be encouraged to participate in worthwhile charity; however, in no instance will the Employer or the Union make known information protected by the Privacy Act of 1974, and/or exercise undue pressure on any Unit employee to contribute to a charity to which the employee does not wish to contribute. No reprisal, coercion, or undue pressure will be exercised against any Unit employee who refrains from making any contributions, including the purchase of savings bonds, nor shall any list be published of employees who do not wish to contribute.

ARTICLE 17

DISCIPLINARY AND ADVERSE ACTION

A. DISCIPLINARY ACTIONS

Section 1. Disciplinary actions will be initiated only for just cause. The Employer and the Union agree that disciplinary action is intended to correct, not punish an offending employee. The Employer will take action which it deems appropriate based on the circumstances giving rise to the disciplinary action. Disciplinary actions include letters of reprimand and suspensions up to fourteen calendar days or less.

Section 2. Adverse actions are suspensions of more than fourteen calendar days, reductions in grade or pay, furloughs of thirty calendar days or less, and removals. Adverse actions include actions that are non-disciplinary in nature. The Employer will take action which it deems appropriate based on the circumstances giving rise to the adverse action.

Section 3. Prior to initiating disciplinary action against an employee in the unit, the Employer will make a preliminary inquiry or investigation to assure himself/herself of the facts in the case. If the findings of such inquiry or investigation indicates that formal disciplinary action may be warranted, notice will be given to the employee. Employer will inform the employee as to time and place for a meeting and the employee's right to a union representative at the meeting if the employee so desires. It is the Employer's responsibility to schedule the availability of the parties involved. This discussion will be held with the employee while he/she is in a duty status, prior to issuance of a disciplinary action.

Section 4. When it is determined by the Employer that disciplinary action is necessary, the employee will be promptly informed in writing of the specific reasons why the action is being taken. This notice will be issued within a timely manner after the Employer becomes aware of the alleged occurrence.

Section 5. The parties agree to use the Alternate Discipline Program for all infractions except for offenses involving threats, physical contact and/or bodily harm, disruptive and/or abusive behavior/ language towards supervisors and/or employees, theft, misappropriation of government property/assets, and/or submitting fraudulent claims, or offenses where specific penalties are dictated. Under this program, the Employer may substitute letters of reprimand in lieu of progressive suspensions, i.e., letters of reprimand in lieu of one-day suspensions. The letters of reprimand, for purposes of determining past discipline and appropriate penalties, will be considered as, and will carry, the same weight as suspensions.

Section 6. An employee receiving a disciplinary action letter, or a letter proposing discipline, will receive an extra copy which the employee may elect to provide to his/her representative.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. It is the intent of the Employer and the Union that differences be resolved promptly, equitably, and whenever possible, informally. Most complaints arise from misunderstandings or disputes that can be settled promptly. Discussion of complaints between employees and their immediate supervisor is most desirable in the interest of sound labor-management relations and the prompt settlement of complaints.

Section 2. The Employer and the Union agree that it is highly encouraged that grievances, of any nature, initiated by the Employee, the Union, or the Employer, be informally resolved whenever possible. Grievances shall not escalate to the formal process or to arbitration unless the Employee, the Union, and the Employer have failed to resolve a dispute.

Section 3. This grievance procedure applies, without exclusion, to all matters subject to grievance procedures allowable under the Act (Public Law 95-454) and any such matters as may subsequently be made grievable under laws enacted during the term of the Agreement and, except as provided by law, is the sole procedure for the resolution of such matters, provided, however, that actions to separate employees during their probationary periods, termination of temporary or excepted appointments, determinations or employee qualifications, adoption or non-adoption of a suggestion, approval or disapproval of an award, termination of a temporary promotion, and any matter over which the Employer does not have discretionary authority, shall be excluded from this negotiated Grievance Procedure and from Arbitration.

Section 4. The formal grievance procedure may include an Alternative Dispute Resolution (ADR) if the parties so choose. The Employee may, in agreement with the Employer and the Union, agree to one of the following APR procedures:

a. Employee-Employer Negotiation: Interest based collaboration in which both the Employee and Employer resolve an issue in a manner that accommodates their mutual interests. Such a resolution is binding on both parties.

b. Peer Panel Review: An issue is presented to a panel comprised of members agreed upon by both parties. A Peer Panel Review resolution must be consensual and will be binding on the Employee and the Employer.

c. Advisory Arbitration: An Arbitrator is presented an issue and makes a decision based on the best interests of the Employee and the Employer. Such decision is not binding unless the Employee and Employer mutually agree that the decision will resolve their issue.

d. Mediation: Disputes are resolved through the participation of a Mediator who is impartial, neutral, and who has no decision making authority. The Mediator must be acceptable to the Employee and the Employer and assist both parties to voluntarily reach an acceptable resolution.

Section 5. The Union or the Employer may decide to submit the dispute to arbitration if the APR process fails to resolve the grievance. It is agreed by the Union and the Employer that a grievance initiated by any party shall not automatically escalate to arbitration.

Section 6. The Employer will advise the Employees of their right to representation during the grievance process. The Employee should independently decide whether or not to seek representation. The Employee may self-represent or request Union representation.

Section 7. The Employer will notify the Union of the Employee's decision regarding representation, and the time and place of the grievance discussion/s. It is agreed that a Union official may audit the grievance process should the Employee choose self-representation.

Section 8. The informal and formal grievance procedures follow:

a. Informal Process

(1) It is mandatory that the grievance be informally presented in writing to the Grievant's immediate supervisor, or in discipline cases, the level of supervision immediately above that taken the action, in order to resolve the dispute. The attached form (or the information contained within the form) will be utilized in processing the grievance. In any event, it must be made clear to the supervisor that an "informal" grievance is being presented. The issue, any contract or procedural violation/s, and the resolution must be clearly identified by the grievant.

(2) The Grievant must present the grievance within ten working days of the date that the grievant was affected by, or became aware of, the incident or event which gave rise to the dispute. The supervisor will consider the informal grievance and will respond within five working days.

(3) The grievant may escalate to the formal process if any party believes that informal resolution has not been achieved.

b. Formal Process

(1) A formal grievance may be presented only in the event that informal efforts have failed. A formal grievance must be presented in writing to the level of management immediately above the grievant's supervisor or in discipline cases, the level of supervision immediately above that taking the action, within twenty working days from the date the grievant became aware of whatever gave rise to the event. A copy of the formal grievance must be provided to the Human Resources Office (HRO) at the time of the filing. This filing does not necessarily preclude pursuing informal resolutions described in Section 4 of this Article.

b. If the grievance has not been resolved after efforts described above fail to do so, the Union and/or the Employer may decide to submit the grievance to arbitration. Arbitration may only be invoked by the Union or the Employer upon written notification to the other party within ten working days following the final decision in the formal process. Selection of the arbitrator will be made by a pre-determined process.

c. Grievances concerning determinations of ineligibility for consideration and/or qualification determinations made by Human Resources personnel will be filed in accordance with applicable local regulations.

ADDITIONAL PROVISIONS

Section 9. If a group of employees have identical grievances, generally the Union shall select one for processing, the results of which shall be binding as to all the identical grievances.

Section 10. In the event of failure by the Union to file a grievance in writing or to appeal any answer or disposition of a grievance within the time limits provided in the Article, the case shall be considered withdrawn. Failure on the part of the Employer to meet any time limits will permit the grievance to be heard by the next appropriate level of supervision.

Section 11. There is no responsibility on the part of the Employer to make further adjustment of a grievance when the aggrieved employee who signed the original grievance or the employee to whom the grievance is applicable has voluntarily terminated employment with the Employer, unless the grievance involves a claim for compensation or concerns a policy matter which generally affects the bargaining unit.

Section 12. It is recognized by both parties to this Agreement that in order for the grievance procedure outlined above to work effectively and to the benefit of all concerned, it is critical that, to the fullest extent possible, all time frames contained therein are adhered to. To the extent that it will not be possible to meet pre-established time frames, it is imperative and strongly recommended that communication take place between the parties and extensions be properly requested and agreed to where necessary. Any of the periods which any of the acts required in this Article are to be performed may be extended by written mutual agreement of the designated representatives.

NADEP – IFPTE, LOCAL 16 GRIEVANCE FORM

NATURE OF COMPLAINT			
AGGRIEVED EMPLOYEE	ID NUMBER		INFORMAL
UNION REPRESENTATIVE	ID NUMBER		
AGGRIEVED EMPLOYEE OR UNION REPRESENTATIVE (SIGNATURE)			
RECEIVED BY	DATE	TIME	
ADJUSTMENTS OFFERED (IF ANY)			
IMMEDIATE SUPERVISOR (SIGNATURE)			
DISPOSITION RECEIVED BY (SIGNATURE)	DATE	TIME	
COMPLETE STATEMENT OF GRIEVANCE			FORMAL
REMEDY OR CORRECTION REQUESTED			
SECTION OF CONTRACT OR REGULATION RELIED UPON OR CLAIMED TO HAVE BEEN VIOLATED:			
EMPLOYEE OR UNION REPRESENTATIVE (SIGNATURE)			
RECEIVED BY MANAGEMENT OFFICE (SIGNATURE)	DATE	TIME	
MEETING HELD WITH:	DATE	TIME	
DISPOSITION RECEIVED (SIGNATURE)	DATE	TIME	
APPEALED BY	DATE	TIME	
PRE-ARBITRATION MEETING HELD	DATE	TIME	
EMPLOYER REPRESENTATIVES			ARBITRATION
UNION REPRESENTATIVES			
IF SETTLED, DISPOSITION RECEIVED BY (SIGNATURE)	DATE	TIME	
ARBITRATION AGREED UPON		DATE	
ARBITRATION AGREEMENT SIGNED	DATE	TIME	

NAVAVNDEPOT NI 12721/8 (07-00)

EMPLOYEE (WHITE) UNION/EMPLOYEE (CANARY) SHOP (PINK) TRAVELLER (GOLD)

ARTICLE 19
ARBITRATION

Section 1. Only grievances which have been fully and properly processed through the grievance procedure set forth in Article 19 may be submitted to arbitration. Arbitration may be invoked only by the Union or the Employer upon written notification to the other party within ten working days from receipt of the decision at the final step of the grievance procedure.

Section 2. Within ten workdays from the date of request for arbitration, the parties shall meet and attempt to select an arbitrator. If the parties cannot jointly agree to select an arbitrator, they shall, within three working days of the initial meeting, jointly submit a written request for a list of five arbitrators from the Federal Mediation and Conciliation Service. Within five workdays from receipt of the list, the parties shall meet and select an arbitrator by the process of alternate striking of names. The first party to strike shall be determined by the toss of a coin.

Section 3. Either at the meeting to select an arbitrator, or at an otherwise mutually agreed to meeting, the parties will attempt to agree on a joint stipulation of issues and facts and/or joint submission of relevant background material. If, after diligent effort, the parties cannot agree on any or all joint submissions, each may submit a separate written statement of facts/issues to the arbitrator with a copy to the other party. Joint or separate submissions should be forwarded to the arbitrator no later than ten workdays prior to a scheduled hearing.

Section 4. The compensation and expense of the arbitrator and of the, arbitration shall be borne equally by the parties. The arbitration hearing will

be held on the Employer's premises during the regular day shift hours of the basic workweek.

Section 5. The Union representative and any Unit employee witnesses giving testimony relevant to the case will be excused from duty to the extent necessary to participate in an arbitration hearing; however, it is understood that overtime or compensatory time will not be paid to any employee for time involved in the proceedings. Unit employees whose shift is other than day shift and who are required to testify on behalf of either the Union or the Employer will be temporarily assigned to the day shift for such purposes. Unit employees on the day shift who will not appear at the arbitration hearing may be subject to temporary assignment to another shift for meeting workload/ staffing requirements as determined by the Employer. When Unit employees are temporarily assigned to another shift in accordance with the foregoing, such assignments are understood to be an exception to the requirements of Article 6, Section 4.

Section 6. The process of arbitration will be carried out as expeditiously as possible. The arbitrator will whenever practicable, render the decision in writing within thirty calendar days after the conclusion of the hearing by sending copies of the decision to the Management Representative and the Union President.

Section 7. The arbitrator will be prohibited from adding to, modifying, or subtracting from the terms of this Agreement or any supplemental written agreement of the parties.

Section 8. The decision of the arbitrator shall be final and binding on the parties. However, either party may appeal or file an exception to the decision in accordance with controlling laws and regulations.

Section 9. Grievances appealed to arbitration and which concern matters of possible continuing financial liability shall be given priority over all other types of grievances in the arbitration procedure at that time.

Section 10. The time limits cited in this article may be extended by the mutual agreement of the parties.

Section 11. Where not required by an arbitrator, either party shall have a right to a hearing transcript at its own expense. The parties may agree to equally share the cost of a transcript.

Section 12. If either party request a change in the arbitration date, which results in a cancellation fee, the party who caused the change will bear the cost of the cancellation fee.

Section 13. Should either the Union or the Employer raise a question of grievability/arbitrability, the arbitrator will be requested to issue a bench decision and, rationale on that matter prior to considering any other issue raised in the case. If the Arbitrator is unable to render a bench decision on grievability/arbitrability or if he/she determines the matter grievable/arbitrable, he/she shall hear the remaining issues; if he/she finds the matter not grievable/arbitrable, the matter shall be withdrawn.

ARTICLE 20

MERIT PROMOTIONS AND DETAILS

MERIT PROMOTION

Section 1. Promotions to higher level positions shall be made on the basis of qualifications and merit factors of record. The selecting supervisor or official shall select that candidate who is among the best qualified within the range of selection in accordance with the intent of governing laws and regulations. Selection for promotion will be made as soon as possible after issuance of the promotion certificate. Exceptions to this program apply when:

- A. Positions are upgraded as a direct result of a reclassification where incumbents are automatically qualified; or
- B. Mandatory placement is required by appropriate authority; or
- C. Other exceptions contained in instructions and regulations emanating from higher authority exist.

Section 2. When a position in the Unit will be filled through the Merit Promotion procedure, the position will be announced using the announcement system in place at the time. If the announcement system in place is the "Open Continuous Announcement, generally, the cutoff date for receipt of applications will be the date the recruitment SF-52, Request for Personnel Action form, is received in the Staffing Office of the Human Resources Office.

Section 3. The evaluation of candidates will be made by the uniform application of elements of merit in accordance with governing laws and regulations.

Section 4. Grievances concerning determinations of ineligibility for consideration and/or evaluation determinations will be in accordance with applicable instructions and guidelines.

Section 5. There will be no discrimination in promotion or selection, for promotion because of race, religion, sex, color, national origin, age, political affiliation, physical or mental handicap, marital status, or membership in the Union.

DETAILS

Section 6. Detail actions in excess of thirty days will be documented on standard Form 52 and maintained as a permanent record in the Employee's Official Personnel Folder.

ARTICLE 21

FIELD SERVICE TRAVEL ASSIGNMENTS

A. PRODUCTION CONTROLLERS

Section 1. The employer reserves the right to make assignments to duty requiring travel and will make such assignments to Production Control personnel in accordance with applicable regulations and the provisions described below. The purpose of Field Service is to provide the fleet with a highly skilled, flexible workforce that reflects the highest standards of conduct and performance in its off-site mission.

Section 2. Field Service requirements will be established based on workload requirements and workload content will determine resource requirements and field service assignments. Assignments of Production Control personnel to Field Service travel assignments will be made on a rotational basis as follows:

(a) Any initial requirement for Field Service Production Control support will be staffed with a Production Controller organizationally attached to the Field Service Unit.

(b) Any additional requirements for Production Control support, while a travel assignment as described in Section 2(a) above is in effect, will be made from the established list of GS-9 level Production Controllers interested in serving on Field Service assignments. A lack of interest on the part of Production Control personnel on the list to accept a trip may result in assignment of a Production Controller attached to Field Service Unit. Upon offer of a travel assignment to an employee and the established list, the employee will provide notification of acceptance or declination within a reasonable period of time, as dictated by circumstances surrounding the urgency of the assignment.

Section 3. The Production Control Travel List will be maintained by the designated competency leader and will be used to resolve any disputes. Selection for Field Service travel assignments from the list, as provided for above, will be made in order. In the event that the next listed employee is not offered a travel assignment, the individual will be provided the reason for the deviation. If no listed employee desires to accept the assignment, and Production Control personnel from the Field Service Unit are not available or already on travel, the Employer may direct the first listed individual to perform the travel assignment. The Production Control Travel list will be accessible to the union and employee, upon request.

Section 4. Employees who perform a Field Service travel assignment

will have their names placed at the bottom of the list for future assignments. Individuals declining an assignment will have their names placed at the bottom of the list. Any assignment to Field service travel is considered to be an "assignment" for purposes of this Article, regardless of location and duration. In the event an assignment to an employee from the travel list extends beyond 60 days, the Employer agrees to provide strong consideration to rotating out the employee, and make another assignment as provided for above.

Section 5. If management so determines, any listed employee in receipt of a formal disciplinary action will be removed from the list and be ineligible for inclusion on the list for the duration of the reckoning period associated with the disciplinary action. Employee may reapply for inclusion on the list, through the designated competency leader, after the expiration of the reckoning period.

B. Planners and Estimators

Section 6. Planners and Estimators (P&Es) required to support Field Service are assigned organizationally to the Field Service Unit. It is recognized that P&E work in the Field Service Unit requires travel outside the commuting area. Any employee attached to the Field Service Unit must be available for travel assignments. In the event that a P&E becomes unable to travel on an ongoing basis, reasonable effort will be made to effect a reassignment out of the Field Service Unit.

Section 7. It is recognized that each project in Field Service is unique, and travel and overtime requirements vary from assignment to assignment. However, an effort will be made to assign travel and overtime equitably.

Section. 8. If P&E personnel are on travel for an extended period of time, upon request, they will be allowed to come home for a period of one weekend after sixty days in the field, unless circumstances surrounding that assignment dictate otherwise.

ARTICLE 22

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union recognize that each employee is responsible for applying reasonable effort and initiative to keep abreast of changing technology. The Union agrees to encourage employees to take advantage of training and educational opportunities on the employee's own time, which will enhance skills and qualifications.

Section 2. All employees in the bargaining unit are eligible for tuition reimbursement for job related education expenses in accordance with current regulations.

ARTICLE 23

PERFORMANCE APPRAISAL

Section 1. Performance appraisal of Unit employees will be conducted in accordance with the Employer's current instruction. The employee may grieve his/her rating of record under the negotiated grievance procedure.

ARTICLE 24
ENVIRONMENTAL PAY

Section 1. Environmental differential payment is made to Unit employees in work situations where environmental pay is authorized. The Employer will pursue methods to reduce or eliminate hazardous conditions.

Section 2. Supervisors, when assigning employees to work for which environmental pay is warranted, will so notify the employee. If a work situation develops which the employee feels may warrant environmental pay, he/she should notify the supervisor for evaluation/ determination. Recommendations will be appropriately forwarded through channels in accordance with applicable rules and regulations for final determination. When an employee is in an official travel status and is required to enter an area considered or designated as a hazardous area for which environmental pay would be authorized for a Unit employee at NAVAVNDEPOT North Island, the employee should obtain written verification from a recognized on-site cognizant authority of the requirement to enter this area and the time spent in this environment. Any disagreement regarding the determination of entitlement may be handled through the negotiated grievance procedure.

ARTICLE 25

DURATION AND CHANGES

Section 1. The provisions of the Agreement shall become effective upon the date of approval by the Secretary of Defense, and shall remain in full force and effect for three years from the date of execution.

Section 2. At least sixty (60) but not earlier than ninety (90) calendar days prior to the expiration date of this Agreement, the parties, upon written request by either, shall meet for the purpose of arranging for this Agreement's renegotiation.

Section 3. If neither the Employer nor the Union requests renegotiation of this Agreement, as described in Section 2 above, the terms of this Agreement shall be automatically renewed for an additional three-year duration. Such renewal will be subject to conformance with existing published policies of the Department of the Navy, Department of Defense, regulations of other appropriate authorities, and applicable laws at the time it is renewed.

Section 4. This Agreement may, at any time, be opened for modification or amendment by mutual consent of the Parties or when required by changes in a controlling law or regulation. A request for modification or amendment by either party must be in writing and include a summary of proposed changes. The parties will meet within fifteen calendar days after receipt of the proposed modification or amendment. If the parties mutually agree that modification/amendment is warranted, representatives of each party will proceed with negotiation. Such negotiation will be restricted to those matters which have a direct bearing on the provisions of the Agreement which the parties have mutually agreed to modify or amend. Agreed upon modifications or amendments will be reduced to writing

and submitted for the Secretary of Defense approval. Modifications or amendments approved by the Secretary of the Navy become part of, and are subject to, the same terms as the basic Agreement.

Section 5. This Agreement supersedes all previous agreements and understandings between the parties, either oral or written, and contains the entire understanding between the parties on all matters specifically negotiated herein.

WITNESS SIGNATURES

In witness whereof, the authorized representatives of the parties have hereby affixed their signatures.

**For the International Federation
of Professional and Technical
Engineers, Local 16**

**For the Naval Aviation Depot,
North Island**

Vice President, Local 16
Chief Negotiator

Captain, U.S. Navy
Commanding Officer

President, Local 16
Negotiator

Chief Negotiator
Director, Production &
Support
Services Office

Unit Chairman, Local 16
Negotiator

Employee Relations
Representative
Negotiator

Chief Steward, Local 16
Negotiator