

**1995-1998 Labor Agreement Between
Naval Air Engineering Station Lakehurst and
The National Federation of Federal Employees
Local #284**

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Preamble and Recognition

This agreement is made and entered into by and between the National Federation of Federal Employees (NFFE), Local 284, Independent, hereinafter referred to as **the union**, and the Naval Air Warfare Center Aircraft Division Lakehurst (NAWCADLKE) and the Naval Air Technical Training Center Detachment (NATTC DET) Lakehurst, New Jersey, hereinafter collectively referred to as **the employer**.

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, PL-95-454, the following articles of this basic agreement constitute the total agreement by and between the employer and the union for the employees in the units described below:

Units

All Wage Grade and General Schedule employees of the Naval Air Warfare Center Aircraft Division Lakehurst, excluding professional employees, firefighters, planners, estimators, progressmen, and production controllers, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, and supervisors as defined in the Act.

All professional and non-professional employees of the Naval Air Technical Training Center Detachment Lakehurst excluding: management officials, supervisors, and confidential employees engaged in personnel work in other than a purely clerical capacity, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, and employees primarily engaged in investigation or audit functions related to the internal security or integrity of the agency as described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment. Further, the Congress has found that the public interest demands the highest standards of employee performance and that there is a need for the continued development and implementation of modern and progressive work practices so as to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service have been found by the Congress to be in the public interest.

Witnesseth

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of the employees within the meaning of Title 7, PL-95-454 to establish basic understanding relative to personnel policies, practices, and procedures and matters affecting conditions of employment and to provide the means for amicable discussion and adjustment of matters of mutual interest to the employer

and the union:

Now, therefore, the parties agree as follows:

Glossary of Terms

Agency. Department of the Navy (DoN).

Amendments. Modifications to the basic agreement to add, delete, or change portions, sections, or articles.

Authority. The Federal Labor Relations Authority established by Title 7 of Chapter 5 United States Code Public Law 95-454.

Conditions of employment. Personnel policies, practices, and matters, whether established by rule or regulation, affecting working conditions.

Details. A detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to her/his regular duties at the end of the detail. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the position from which detailed.

Discussion. The free exchange of information, viewpoints, or suggestions on particular issues with no obligation to negotiate or arrive at a mutually acceptable decision.

Dispute. A disagreement between representatives of the employer and the union on the interpretation or application of the terms of the basic agreement.

FLRA. Federal Labor Relations Authority.

FPM. Federal Personnel Manual. This refers to those portions of the FPM that have not sunsetted.

He, she. When either pronoun is used in contract language, it shall mean either one or both.

Impasse. The inability of the employer and union representatives to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Mid-contract negotiation. Bargaining by representatives of the employer and the union on appropriate issues concerning new or changed personnel policies and practices or other matters affecting general conditions of employment of employees in the Unit with the view of arriving at a formal agreement.

Negotiation. Bargaining by representatives of the employer and the union on appropriate issues relating to working conditions and personnel policies and practices with the view of arriving at a formal agreement.

Negotiability dispute. A disagreement between the parties as to the negotiability of an item.

Notification. Notification is written notice provided to the union by the employer of any proposed additions to, or changes in, personnel policies or practices or other matters affecting general working conditions, within a reasonable time prior to implementation or

proposed implementation, with a view towards providing the union the opportunity to negotiate when appropriate or comment on appropriate issues concerning such matters in a timely manner. Official notice will always be in writing and will be receipted for by a union official.

OPF. Official personnel folder.

Seniority. Grade/service computation date.

Supplement. An addition of a new subject matter negotiated during the term of the basic agreement, not previously included in the basic agreement.

Union. National Federation of Federal Employees, Local 284.

Union-management communication. Oral discussions or written memoranda between representatives of the employer and the union for the purpose of obtaining the union's views in the formulation of policies on matters of concern to the union.

Union-management meetings. Sit-down discussions between one or more representatives of the employer and one or more representatives of the union for the purpose of discussing a matter of concern to either party.

Article 1

Provisions of Laws and Regulations

Section 1. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including matters set forth in the unamended portion of the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations or authorized by the terms of a controlling agreement at a higher agency level. The employer shall not enforce any rule or regulation which conflicts with the agreement, without negotiating when appropriate, if the agreement was in effect before the date that the rule or regulation was prescribed.

Section 2. The parties agree and acknowledge their responsibilities and obligations as set forth in Public Law 95-454.

Section 3. The employer agrees to provide the union access to or copies of higher level instructions and copies of local instructions pertaining to civilian personnel matters when necessary for complete understanding and discussion of a matter appropriate for negotiation or needed for a specific representational purpose. The union, when requesting the above-described information or any other information agrees to identify how the requested information is necessary for the above-stated purposes.

Article 2

Rights of Employer

Section 1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the employer. Included in this

responsibility but not limited thereto is the right to:

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

b. in accordance with applicable laws:

(1) to hire, assign, direct, lay off, and retain employees of NAWCADLKE and NATTC DET Lakehurst, and to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; and

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

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

(a) among properly ranked and certified candidates for promotion, or

(b) any other appropriate source; and

(4) take whatever actions may be necessary to carry out the missions of NAWCADLKE and NATTC DET during emergencies.

Pursuant to Executive Order 12871 the parties will, upon request of the union, bargain over the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work. The union will consider, when preparing proposals pursuant to Executive Order 12871, issues of effective operations of the activity.

Section 2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the employer.

Section 3. The union will be notified in writing prior to the implementation of new or modified local policy or employer instructions pertaining to personnel policies, practices, or general working conditions and will be given the opportunity to request bargaining. Said notice shall be held by the Human Resources Office for pickup by a union official. The union will pick up such material within one business day after being informed of its availability. The union will acknowledge receipt of this material in writing, immediately upon pickup. Matters that shall be subject to bargaining include:

a. the procedures which management officials will follow in exercising any employer right; and or

b. appropriate arrangements proposed by the union for employees who will be adversely affected by the exercise of an employer right.

The union will have fifteen calendar days from the date they pick up notification of the new or changed policy to request bargaining. Upon request of the union a five calendar day extension may be granted. The count on this time frame shall commence on the first calendar day after completion of the one business day pickup period cited above. The union's request to bargain and proposals must be submitted in writing to the Human Resources Office (HRO) Labor Relations Officer. Failure to request bargaining shall

constitute concurrence with the proposed change. Bargaining will be completed prior to implementation; however, in the event where failure to implement would result in the inability to meet an urgent customer requirement, e.g., a production deadline, or would result in a serious degradation of the ability to carry out the basic mission of the activity, management may implement prior to the completion of bargaining. In such cases, management will provide the union with all information, including data requests, regarding the problem and make every effort to complete bargaining before implementation. If implementation becomes necessary before bargaining is complete, bargaining will continue until agreement is reached.

Section 4. Wherever language in this agreement refers to duties of specific employees it is intended only to provide a guide as to how a situation may be handled. The employer retains the discretion to determine who will perform the work.

Article 3

Rights of Employees

Section 1. Each employee shall have the right to form, join, and assist any labor organization, or to refrain from any such activity, freely or without fear of penalty or reprisal and each employee shall be protected in the exercise of such rights. Such rights include, but are not limited to, the right:

- a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch, the Congress, or other appropriate authorities; and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of the Statute and this agreement.

Section 2. The employer and the union will not discriminate against any employee of the employer because of race, color, religion, sex, age, national origin, physical or mental handicap, or because of membership or non-membership in a labor organization, or due to a member's active participation in a labor organization.

Section 3. As the exclusive representative of any appropriate unit of the employer, the union shall be given the opportunity to be represented at:

- a. 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 practice or other general condition of employment; or
- b. any examination of an employee in the unit by a representative of the employer in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

Management will annually inform its employees of their rights, as set forth above and at 5 USC 7114(2)(B).

Section 4. The rights of employees, individually or collectively, through their exclusive representative to publicly petition Congress or a Member of Congress or to furnish information to either House of Congress or to a Committee or Member thereof may not be interfered with or denied. It is understood, however, that employees in the union are still governed by the provisions of 18 USC 1913 and, as such, are prohibited from using appropriated funds in the form of official time, Government facilities, equipment, materials, or services for the lobbying.

Section 5. The employer will not be placed in the position of acting as a collection agency, except in the case of debts owed the Government or by court order. Employees are expected to pay their just debts and maintain a reputation in the community for honoring debts. When an employee denies the validity of a debt which is not supported by a court judgment, the employer will notify the complainant that no further action will be taken until the conflict is resolved. Any withholding of an employee's pay shall be in accordance with the provisions of the Debt Collection Act of 1982.

Section 6. Any employee in the unit who is temporarily assigned to another activity will be covered by the terms of this agreement to the extent it is administratively feasible. However, all such employees will be expected to also conform to the rules and regulations in effect at the temporary duty activity.

Section 7. Nothing in this agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the labor organization except pursuant to voluntary, written authorization by a member for payment of dues through payroll deductions.

Section 8. With the consent of her/his supervisor, an employee will be permitted to see a shop steward to discuss a labor-management matter in accordance with the provisions of Article 13, Section 8.

Section 9. Before changing a union official's shift, the union will be notified in advance and permitted the opportunity to present alternatives which will be considered by management.

Section 10. Only documents authorized by The Guide to Personnel Recordkeeping (an operating manual published by the U. S. Office of Personnel Management (OPM)) will be contained/filed in the OPF. Any unauthorized documents found in the OPF will be removed and returned to the employee.

Article 4

Union Representation

Section 1. The National Federation of Federal Employees, Local 284, has the exclusive right to represent all employees in the exclusive unit as follows:

a. to negotiate a labor-management agreement, amendments or supplements thereto, in accordance with Title 7, Public Law 95-454; and

b. to receive notification from the employer on appropriate matters as defined or as required

in the Civil Service Reform Act, Title 7, after the signing of the labor-management agreement and throughout the duration of such agreement.

Section 2. Reasonable official time will be granted (when requested on form NAES 12711/2 (New 10-95)) to conduct the following duties:

- a. to participate in negotiations, including impasse proceedings;
- b. to participate in management initiated meetings or union requested and management approved meetings;
- c. to research, prepare, and present grievances;
- d. to participate in formal meetings (see Section 4 below);
- e. to participate in disciplinary action proceedings when representation is requested by the employee;
- f. to hear a bargaining unit member's complaint or inquiry concerning working conditions or a personnel policy, practice, or procedure and advise accordingly;
- g. to participate in any committee functions specifically authorized by this agreement;
- h. to review management initiated instructions/policies; and
- i. when otherwise permitted under the terms of this agreement.

Section 3. Union officers shall be accorded official time for the purposes addressed herein on a man-year basis (1 manyear = 1750 hours) as follows:

Union President 50% Chief Steward 100%

First Vice President 17% Second Vice President 40%

Third Vice President 50% Secretary 17%

Treasurer 25%

The official time authorizations cited above are all inclusive. Official time shall not exceed the percentages/hours cited above, except as authorized on a case-by-case basis by the employer. However, it should be noted that any elected union officer called upon to attend a management initiated meeting, due to the unavailability of other appropriate union officers, will be accorded official time to attend the meeting. A union officer's responsibilities to the union will be accommodated by workload adjustments, if necessary.

Section 4. In addition to the union officers identified above the employer will recognize seven shop stewards. The union will provide management with a list which identifies these stewards, as well as the officers listed above, and the specific work areas for which each shall be responsible. The union will update the list as often as necessary to ensure management and supervisors are aware of the officers and stewards with whom they should be dealing. Shop stewards will review and investigate employee complaints or grievances arising in their area of responsibility. Normally, the local steward will handle Step 1 of the

grievance procedure. Employees are permitted to contact their shop stewards to advise them of their concerns. Union representatives and employees will notify their supervisors of the need for time to work on labor relations functions and obtain from the supervisor a general time when they may be released for such matters. The requestor will provide an estimate of the time required to conduct the business and arrange for the meeting through any means acceptable to the supervisor. All official time shall be requested/documented on form NAES 12711/2 (New 10-95). Supervisors will ensure that this form is completely and properly filled out with a copy provided to the requestor, the Labor Relations Officer, and, if desired, to the supervisor's file. Failure to completely fill out this form may result in disapproval of the time requested. In the event such approvals cannot be granted within a reasonable period of time (not to exceed two days), the supervisors in question shall jointly discuss the issue and advise the steward of the earliest possible time that the grievant and steward can be released.

When the union requests immediate release due to the urgency of the matter and the regular shop steward or the employee is not available, the supervisor will contact the Chief Steward to resolve the issue of the urgency. When the Chief Steward feels the matter must be handled immediately, s/he may request the attendance of an alternate steward. The time limit on filing grievances shall be adjusted, if necessary, to exclude time delayed because the steward or grievant could not be released when first requested.

Section 5. The union shall be given the opportunity to be represented at any formal discussions between one or more management official(s) and one or more employee(s) of the unit or their representatives concerning any grievance, personnel policy, or practice or other general condition of employment.

Section 6. A labor-management meeting shall be held monthly for the discussion of items of mutual concern. A quarterly meeting will be held with the Commanding Officer. The union shall be given an opportunity to submit agenda items for all meetings. When the union feels that the employer's representative's interpretation of rules and or regulations is incorrect regarding a matter appropriate for negotiation under this agreement, the union may have the option to meet, upon request, to discuss the matter directly with the Commanding Officer. However, the Commanding Officer retains the right to determine if the parties should meet as requested.

Section 7. Union officials who are not employees of NAWCADLKE shall be admitted to NAWCADLKE upon request to Code 7.3.1.3 by the President, Local 284. The request shall include the identity of the visiting official and all persons, places (buildings, etc.) the representative(s) wishes to visit. Such admissions shall be subject to the routine and usual security practices associated with visitor access to NAWCADLKE.

Section 8. The employer has an obligation under 5 USC 7114(b)(4) to furnish the exclusive representative or its authorized representative upon request, and to the extent not prohibited by law, the following information:

- a. that which is normally maintained by the agency in the regular course of business;
- b. that which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. that which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

The union recognizes the requirement set forth in FPM Letter 711-164 to demonstrate the

relevance and necessity of requested information when such information is protected by the Privacy Act or covered by 5 USC.

Section 9. It is agreed that official time granted to stewards or other union representatives shall not be used for discussion of any matters connected with the internal management or internal operations of the union. However, in keeping with the provisions of this agreement, the employer agrees that recognized union representatives shall be free to carry out their responsibilities and obligations on behalf of bargaining unit employees without undue fear of penalty or reprisal.

Section 10. The employer agrees that union stewards and officials may utilize any on-base telephone for on-base calls only. Further, union officials and stewards may use any on-base copying machine for representational purposes.

Section 11. Union representatives may distribute union literature to employees within the base during the non-work time of all employees concerned, provided the contents are not inflammatory, do not contain personal attacks, or otherwise result in the violation of regulations, statutes, or the rights of other employees. Union representatives desiring to distribute such literature shall notify the employer's Labor Relations Officer and provide a copy of the literature they wish to distribute. Additionally, the union representative will notify the branch or section head that such material will be distributed in the supervisor's work area and advise of the approximate time and date on which the material will be distributed.

Article 5

Matters for Discussion or Negotiation

This Article pertains to both mid-contract negotiations and the negotiations of a new labor-management agreement.

Section 1. The scope of bargaining shall extend to conditions of employment, i.e., personnel policies, practices, and procedures and other matters, consistent with 5 USC 7117, with the exception of those matters addressed at 5 USC 7103(a)(14)(A), (B), and (C); specifically,

- a. matters relating to political activities prohibited under subchapter III of Chapter 73;
- b. matters relating to the classification of any position; or
- c. to the extent such matters are provided for by Federal statute.

Section 2. The issuance, continuance, revision, or cancellation of NAWCADLKE instructions and notices are acknowledged functions of the employer. However, in issuing, revising, or canceling instructions and notices relating to personnel policies and practices and matters affecting working conditions, the employer will give due regard and consideration to the obligation imposed by this agreement to discuss or negotiate with the union as may be appropriate under 5 USC 71.

Section 3. The parties to this agreement have the responsibility to conduct negotiations and other dealings in good faith and in such a manner as will further the public interest. The employer agrees to notify supervisors of the union negotiators, in writing, of their assignment to contract negotiations in accordance with the mutually agreed upon negotiation schedule.

Section 4. The employer shall provide the union 200 hours of official time to prepare for

negotiations for renewal of this contract and for mid-contract negotiations. Not more than two negotiators may come from a single work unit (whichever is the lowest level) and not more than one negotiator may come from a section if fewer than ten persons are assigned to the section. During negotiations, any one member of the negotiation team may leave the table to research documentation, gather information, or prepare the proposal.

Section 5. **Negotiating teams.** Negotiating teams for each party will consist of not less than two nor more than three members at any mid-contract negotiation sessions or not less than two nor more than four members at any full scale negotiation session. The ground rules will be negotiated by the team members prior to full scale negotiations. The negotiation schedule should be established at this time.

Section 6. For the purpose of discussing questions that may arise concerning the general administration or interpretation of this agreement, the points of contact will be the union president and the Labor Relations Officer or their designees.

Section 7. **Negotiation procedures.** These procedures are executed pursuant to the provisions of 5 USC 71. They set forth the only provisions which will govern negotiations of a bargaining agreement between the parties unless otherwise negotiated.

a. **Cancellation of sessions.** Management and the union reserve the right to cancel negotiation sessions with notice given twenty-four hours in advance. Reason for the cancellation will be given to the other party in writing, if requested.

b. If and when agreement on an issue cannot be obtained after good faith efforts, and despite a diligent and serious exchange of information and views, the issue may be set aside by either party and negotiations will continue on remaining issues under consideration in order to complete an agreement. Provisions tentatively agreed to by the parties shall be typed, signed, and dated by the chief spokesperson of each team. Copies will be disseminated to team members. After negotiating agreed upon issues, the parties by mutual consent will then address negotiating previously set-aside issues to either resolution or impasse.

c. In accordance with provisions of Public Law 95-454, employees of the NAWCADLKE (who negotiate for the union) will be on time allowed (official time) while in attendance at negotiation sessions only as provided for herein. The official time granted (except Section 3 above) in these ground rules is for time spent in negotiations and impasse proceedings in an attempt to reach agreement between the parties. A charge of time allowed will be granted to the employee/union negotiator as outlined in this paragraph or otherwise specified in this agreement. Overtime and premium pay are not authorized. Travel expenditures, if required, are authorized for impasse proceedings.

d. **Proposals.** The parties are not obligated to negotiate or reach agreement on proposed articles of the contract according to any fixed numerical sequence. The parties will alternately select proposals for discussion. When agreement is reached on an article, it will be dated and initialed by the two chief negotiators. An article or any section of any article may be reopened by mutual consent only when on-going negotiations refer to prior negotiated articles. Each party reserves the right to postpone discussion of a proposal until the following meeting when it becomes apparent that additional time is needed to give consideration to the other party's view. The chief spokesperson for the union and the employer agree to exchange by the first negotiation session any proposals which are intended to add to, delete from, or modify the current agreement.

e. **Caucuses.** Caucuses may be called by the chief negotiator for either party for any reason.

Caucuses will typically last no longer than twenty minutes. If either party requires more time, the other party shall be so notified.

f. **Impasse.** When it becomes clear that the parties have reached impasse and a deadlock on any issue develops to preclude completion of the agreement, either party may declare that a final impasse has been reached. The parties may jointly or individually request the services of the Federal Mediation and Conciliation Service (FMCS). Upon failure of the FMCS to resolve the impasse, it is recognized that the party moving to impasse may move unilaterally, if it so chooses, to the Federal Service Impasse Panel (FSIP) to consider the matter.

g. **Conclusion of negotiations at the local level.** The parties recognize the statutory requirement for agency head (Department of Defense) approval within thirty days of the date of contract execution as set forth at 5 USC 7114(c)(1) and (2). The parties hereby recognize a union desire for higher level (within the union) review and agree that such a review will receive the same consideration as the agency head review, assuming it is completed with the **same** thirty day time frame. Failure by the union to complete the review will result in a presumption of approval and the contract will go into effect. The parties agree that mere dislike of a contract provision will not serve as a basis to reopen negotiations on that provision lacking mutual agreement to reopen. Only substantive reasons for disapproval, e.g., documented assertions of non-negotiability, violations of a party's statutory rights, etc., shall serve as a basis for mandatory reopening of the executed agreement.

h. **Facilities.** Negotiating and caucus rooms will be adequately heated and air conditioned, in accordance with NAWCADLKE policy, and have toilet facilities for both males and females. The negotiating room will have a table and chairs. The caucus area will have access to the following:

1. tables and chairs;
2. a class A telephone;
3. a fax machine;
4. a copier;
5. coffee/tea; and
6. current volumes of appropriate labor laws (i.e., Title V will be made available).

Article 6

Hours of Work

Section 1. The parties agree that the basic workweek shall consist of five eight-hour days scheduled Monday through Friday. The standard workday (as approved under NAECINST 12610.1 (latest issuance)) shall consist of eight hours of work unless the employee works an approved alternate work schedule (AWS). The employer agrees that the union will be given the opportunity to bargain regarding impact and implementation of any subsequent changes to the existing AWS program, to include arbitration of disputes as provided in this labor agreement.

Section 2. **Alternative/compressed work schedules.** All bargaining unit employees may

participate in the compressed work schedule (CWS) or flexitour on a voluntary basis and with supervisory approval subject to the conditions stated below. The CWS will consist of eight nine-hour workdays and one eight-hour workday with the tenth day of the pay period being a non-workday. This is otherwise known as a 5-4-9 schedule. Employees will have either the first Friday or second Monday of the pay period as their regular day off and may choose, subject to supervisory approval, any other day in the pay period as their eight hour or "short" day. Since these days off represent a change to the CWS program originally studied/implemented, the following conditions will apply.

- a. Employees who currently have the first Friday or second Monday of the pay period as their regular day off will continue to have those days off.
- b. Employees who are currently off on the second Friday of the pay period will have their day off changed to the first Friday. Similarly, those who are currently off on the first Monday of the pay period will have their day off changed to the second Monday.
- c. Employees who have a Tuesday, Wednesday, or Thursday as their regular day off will not be required to change. However, if these employees subsequently desire to change their regular day off, they will have a choice of either the first Friday or second Monday of the pay period only.
- d. Employees currently on an eight hour a day/forty hour a week schedule will not be required to change. However, if these employees subsequently desire to convert to a compressed work schedule, they will have a choice of either the first Friday or second Monday of the pay period only as their regular day off.
- e. Employees who, as a result of a legitimate hardship, cannot conform to the above conditions will be accommodated, whenever possible. Requests for hardship exceptions must be made to the Level 3 supervisor and must be accompanied by appropriate documentation. Exceptions are not automatic but must be approved, in writing, by the Level 3 supervisor. Employees who currently have approved exceptions will not have to reapply. All exceptions will be reviewed annually by the employer.
- f. Employees currently on a compressed schedule may at any time request to revert to the standard 5-day/40-hour workweek.
- g. All changes addressed above shall be subject to supervisory approval.

Section 3. **Exclusions.** Employees who work in areas where there is more than one shift normally will not participate in flexitour.

Section 4. **Work schedule changes (general).** Work schedule changes will be kept to a minimum and will normally be made for a duration of not less than one pay period. An employee may be required or may request, subject to supervisory approval, to revert back to a standard 40-hour workweek for such reasons as:

- a. temporary duty, except when to an activity which also participates in a 5-4-9 CWS;
- b. training away from the base, which will last longer than one workday and training on base which would conflict with the CWS;
- c. temporary assignments (details or temporary promotions) out of the employee's immediate work area if the CWS conflicts with the schedule of the unit to which the employee is

temporarily assigned; and or

d. jury duty.

Section 5. Work schedule changes (employer initiated)

a. The hours of some or all bargaining unit employees may be changed to meet situations which pose sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond the employer's control or ability to anticipate. The employer will notify the union if such situations occur. After resolution of the situation which required the change, employees will revert to their original work schedules.

b. When the employer determines that an existing workweek or tour of duty will have an adverse impact on the employer's mission, said workweek or tour of duty may be changed consistent with this agreement and applicable law, rule, or regulation. Prior to implementation the employer will consult and/or negotiate with the union.

Section 6. There will be no formal "open season" due to the reduction in the number of days available as regular days off. Employees may at any time request to make a change in their work schedule consistent with paragraphs (a) through (f) of Section 2 above; however, the employer retains the right to deny such requests on the grounds of efficiency or safety. Employees will be informed, in writing, of the reasons for a denial of their request. Approved changes will normally be effective the first full pay period of the following month.

Section 7. **Flexitour.** Bargaining unit employees may, with supervisory approval, choose to work one of the following 8-hour flexitour schedules:

<u>Schedule</u>	<u>Start</u>	<u>Lunch (within band of)</u>	<u>Finish</u>
#1	0630	1/2 hour (1100-1230)	1500
#2	0700	1/2 hour (1100-1230)	1530
#3	0700	1 hour (1100-1300)	1600
#4	0730	1/2 hour (1130-1300)	1600
#5	0730	1 hour (1130-1330)	1630
#6	0800	1/2 hour (1130-1300)	1630
#7	0800	1 hour (1100-1300)	1700
#8	0830	1/2 hour (1200-1330)	1700
#9	0830	1 hour (1200-1300)	1730

Employees will be notified in writing of the reasons for the denial of a requested work schedule.

Section 8. The CWS and flexitour programs will be governed by the provisions of NAEC 12610.1 (latest issuance). Differences between the instruction and the contract shall be resolved in favor of the contract. As indicated in Section 1, above, the employer will notify the union and bargain (as necessary) over any subsequent changes to the local instruction not reflected herein which affect bargaining unit employees.

Section 9. Power plant personnel shall work rotating shifts, twenty-four hours per day, seven days per week, in accordance with existing published schedules.

First shift.....0800-1600 hours

Second shift.....1600-2400 hours

Third shift.....2400-0800 hours

These employees shall have no designated lunch break but will be permitted to eat lunch on the clock at a time that least interrupts work operations. Sewage plant personnel will have a basic workweek that will include alternate Saturdays and Sundays according to existing published schedules. Shift hours will be 0800 - 1630 with a half-hour lunch break between 1200 - 1230 hours.

Section 10. In the absence of enough qualified volunteer employees for the night shift, it is the intention of management that employees (excluding those hired for night/rotating shifts) will be rotated for a period of not more than one month subject to the provisions of Section 4. Rotation schedules shall be established. These records will be made available to the union in order to ensure equitable distribution among employees.

Section 11. In accordance with 5 USC 6101, the employer may change work shifts, hours, or workdays of employees as a result of workload demands. Normally, implementation of these requirements will not be taken without prior notice of at least seven calendar days except in the case of Power Plant #2, Crew 5, where the advance notice may be as little as twenty-four hours. However, the parties agree tours of duty may be changed without advance notice when such a notice period would seriously handicap the command in carrying out its function or substantially increase costs. The employer recognizes that the implementation of this flexibility in changing work schedules impacts the employees and should only be exercised to assure accomplishment of the command's mission.

Section 12. **Tardiness.** It is agreed and understood that employees shall be at their assigned work sites ready to commence work at the scheduled starting time and that they shall remain at the work sites until the scheduled end of the shift. Depending on the attendance/punctuality patterns of an employee tardiness of less than one hour may be excused at the discretion of the employer or the employer may allow employees to sign off on annual leave when the absence occurs within the basic workweek. In such cases, the employee will not be permitted to work during the period covered by the annual leave request. On the other hand, when an employee's attendance/punctuality has become unacceptable to the supervisor, the absence will be unexcused (AWOL) and charged in multiples of tenths of an hour. Tardiness at the beginning of an overtime workday may not be excused and the employee will be compensated only for the actual time worked. Special consideration will be given to tardiness when lateness is due to management-controlled situations.

Section 13. When an employee is engaged in training/education outside his normal work schedule the employer agrees to give due consideration to that fact when making shift changes.

Section 14. When a vacancy occurs on a shift other than that to which an employee is permanently assigned, the employee will be considered for reassignment to such vacancies upon request of the employee provided the employee is in the same title, grade, and series as the vacancy. If more than one employee volunteers individual seniority and the employer's need will be the factors used by the employer to make the assignment.

Article 7

Overtime

Section 1. When scheduled overtime is required care will be observed to insure that employees performing this work during normal duty hours receive consideration for such overtime.

Section 2. When scheduled overtime assignments are necessary efforts will be made by the employer to distribute overtime equitably and fairly among employees, keeping in mind the skills and qualifications the employer determines are necessary to perform the overtime work. When possible first consideration will be given to those who normally perform that type of work, especially those volunteering to work overtime. Overtime work will only be assigned consistent with the requirement of the work efforts, productivity, and monetary constraints of the command. The employer shall take into consideration health/fatigue indications and transportation problems of the employees in assigning overtime work.

a. No employee who is on detail to another shop/department may be assigned overtime work in her/his home shop until every qualified employee in the home shop has been afforded the opportunity to work the overtime assignment.

Section 3. The employer will maintain records of overtime hours worked and offered to each unit employee in each work unit in order to assure fair and equitable distribution over a reasonable period of time. Shop stewards may review these records when required to represent an employee/grievant. Normally a quarterly review will be effected in order to ensure compliance with this agreement.

Section 4. Overtime shall be paid in accordance with applicable rules and regulations.

Section 5. Employees to be assigned to Saturday or Sunday overtime work will be notified as soon as practicable, but not later than close of business on Thursday unless the employer is prevented from doing so by reason of urgent or unforeseen circumstances. The employer will consider a substitute employee for an overtime assignment if the substitute is provided by the requestor, available for the overtime assignment, willing to work, and qualified for the work assignment.

Section 6. Employees will receive a minimum of two hours overtime pay when called back at a time outside and unconnected with their scheduled hours of work to perform unscheduled overtime work. When such a "call back" exceeds two hours in duration, the employee will be paid for the actual amount of overtime worked. When such "call back" is less than two hours duration, the employee will be paid a minimum of two hours of overtime pay, even though no work or less than two hours work is actually performed in accordance with applicable regulations for "call back" overtime.

Section 7. Employees who are assigned to unscheduled or emergency overtime exceeding three hours after regular work shift will be permitted to eat lunch on the job when the supervisor feels it is in the employee's best interest and when it is determined possible to do so without stopping the work.

Section 8. Approved annual or sick leave taken by an employee during her/his basic work week shall not serve as a basis for the non-assignment of overtime work to the employee per the Fair Labor Standards Act.

Section 9. Nothing in this agreement shall be construed as imposing an obligation on the

employer to assign overtime.

Section 10. When two shifts are scheduled to work overtime on Saturday and or Sunday, the overtime assignments shall normally be made to the appropriate unit employees on their respective shifts.

Section 11. The employer agrees that union officials and shop stewards will receive the same consideration for overtime assignments as other employees in their shops or work areas.

Section 12. Standby time is defined in 5 CFR 550 and 551. Employees shall be compensated in accordance with these regulations when required to perform standby duties.

Article 8

Sick Leave

Section 1. Employees shall earn, request, and be entitled to use sick leave in accordance with laws and regulations.

Section 2. Sick leave properly requested, approved, and accrued shall be granted to employees when they are incapacitated for the performance of their duties. Employees not reporting for work due to incapacitation for duty shall notify their appropriate supervisor or designee. Such notification shall be as soon as practicable but not later than two hours after the start of the employee's work shift. The employee, when reporting, will indicate her/his name, the general reason for the requested absence, the estimated duration of the absence, and when appropriate, the employee number. Failure to give such notice may result in disapproval and a charge to absence without leave, or, if circumstances warrant, annual leave or leave without pay may be granted. If the illness lasts beyond the workweek, another notice shall be made every Monday (or the first work day in the administrative workweek) thereafter for the duration of the illness. When an employee is sent home by the dispensary because of illness and the illness continues beyond that day, s/he will notify the shop or office of the continued illness on the following day and every Monday thereafter (or the first work day in the administrative workweek) until her/his return to duty. If sick leave is not available, s/he may be carried on annual leave, if available. An employee will keep her/his supervisor apprised of the doctor's estimated duration of her/his illness. The employee may use a family member or a third party, if necessary, to request sick leave, subject to the same requirements listed above when physical incapacity precludes her/his personal request. However, in such a case final approval or disapproval will be made after the employee returns and discusses the absence with the supervisor.

Section 3. Employee requests for sick leave to cover medical, dental, or optical examinations or treatment (except for emergency treatment) shall be submitted for approval as far in advance as practicable. The amount of time approved shall be limited to the minimum amount determined necessary for the specific request.

Section 4. When requested by an employee and certified by medical certificate, the employer agrees to consider providing work of a suitable nature in cases where the employee is temporarily unable to perform her/his regular duties due to:

- a. an on-the-job injury/illness; or
- b. any other illness/injury provided employees covered by Section 4.a above have priority

consideration for available work.

Section 5. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave for periods of three consecutive workdays or less except in individual cases if there is a reasonable indication that the employee is abusing sick leave privileges; then the following procedure may apply.

a. In individual cases where there is evidence to believe that the sick leave privilege has been abused, a medical certificate certifying the reason for the absence may be required to justify the granting of sick leave regardless of duration. The employee may be advised in writing that all future requests for sick leave must be supported by a medical certificate. The written notice, i.e., letter of requirement, will fully explain why the employee is suspected of abusing sick leave. The employee's attendance record should be reviewed semi-annually and the requirement rescinded, in writing, at such time as improvement in the employee's sick leave record so warrants. Letters of requirement shall be reviewed at the expiration of one year and either officially reissued, rescinded, or other appropriate action taken to correct the attendance problems.

b. The employee may consult with her/his shop steward and discuss the matter further with the supervisor with the shop steward present in an attempt to resolve the matter. Upon request the supervisor will make available to the employee and the steward the employee's sick leave record.

c. Letters of requirement shall not be based on absences which have been approved as a result of an acceptable medical certificate.

d. This section does not refer to probationary employees.

Section 6. Periods of absence on sick leave for four or more work days must ordinarily be supported by a medical certificate. Instead of a medical certificate, the employee may present a signed statement for approval/disapproval explaining the nature of her/his illness when it is unreasonable to require a medical certificate because the illness does not require the services of a physician.

Section 7. Advance sick leave not to exceed thirty workdays when requested by an employee who is incapacitated for duty because of serious illness or disability shall be approved in 15 day increments by the cognizant Level 3 or 4 supervisor when:

- a. the employee is serving a career/career conditional appointment; and
- b. the employee has a minimum of one year's continuous Government service; and
- c. the employee has exhausted her/his sick leave; and
- d. there is no evidence indicating that the employee is contemplating separation, retirement, or resignation; and
- e. that sufficient funds to cover the period exist in the employee's retirement fund; and
- f. there is evidence to believe the employee will be capable of returning to work and fulfilling her/his full scope of duties; and

g. there is evidence indicating the employee will remain employed after her/his return to duty long enough to repay her/his sick leave; and

h. the employee has not been counseled during the past six months nor has a current letter been issued in regard to abuse of sick leave during the twelve months preceding the employee's request; and

i. the employee's annual leave is exhausted with the exception of the amount required to cover planned shutdown periods.

Section 8. No employee who has been absent because of illness or injury for seven calendar days shall be permitted to return to duty until s/he has been certified able to return to duty by the Branch Medical Clinic. This certification will be based on review of medical documentation provided by the employee.

Section 9. If the employee suffers a serious traumatic injury or an occupational disease an employee's claim must be filed in accordance with the time frames outlined in 20 CFR 810. The Medical Officer and/or supervisor will notify the Compensation Manager, who will advise the employee of all her/his rights and obligations, to include the duty to file within 30 days after a traumatic injury. The compensation office will assist any employee in filling out forms for the Department of Labor upon request of the employee (or union when requested as the representative). It is the responsibility of every employee to furnish her/his current home address, telephone number, and next-of-kin for this purpose.

Section 10. Annual leave may be granted instead of sick leave on a current basis if the employee requests it.

Section 11. An employee's sick leave record may be made available to her/him or her/his representative upon the employee's request.

Section 12. If an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary to care for a member of her/his family who was ill with a contagious disease requiring isolation, quarantine, or restriction of movement for a particular period by regulations of local health authorities sick leave shall be granted in accordance with sick leave regulations.

Section 13. Sick leave will be granted in one-half hour increments.

Article 9

Annual Leave

Section 1. Employees shall earn annual leave in accordance with applicable regulations.

a. An employee's request for annual leave must be submitted to her/his supervisor for approval in advance on an SF-71, **Application for Leave**.

b. Upon request, an employee will be given a copy of her/his leave request initialed by her/his supervisor indicating that s/he has requested leave.

c. Requests for unscheduled annual leave for emergency circumstances shall be granted when the employee provides a satisfactory explanation which explains the need for the

unplanned absence. All such occurrences will be determined on an individual basis. An employee is required to submit the SF-71 requesting approval of her/his unplanned absence not later than the day s/he returns to duty. The employee will be notified of the approval or disapproval of the request within two workdays.

Section 2. The employer will schedule annual leave for vacation purposes by employee request subject to workload and manpower requirements. Because of seasonal work in Public Works, summer vacation requests shall be submitted no later than 31 March and winter vacation requests no later than 30 September of each calendar year. Other organizations will individually determine by what date vacation schedules shall be submitted.

a. If a conflict arises in the scheduling individual seniority and the employer's need will be the factors used by the employer to resolve the leave date.

b. Once an employee has made her/his selection and it has been approved, s/he shall not be permitted to change it if by so doing this would disturb the choice of another employee.

c. It is agreed that in order to avoid forfeiture or forced leave at the end of the year supervisors and employees should work together in scheduling "use or lose" leave.

Section 3. Subject to the needs of the employer, the employer may grant special consideration for annual leave, compensatory time (any employee who requests and is granted permission to work compensatory time for these

purposes is entitled to an equal amount of compensatory time off (hour for hour) in their scheduled tour of duty), or leave without pay, as appropriate, when requested for any of the following.

a. **Holy days of religious faiths.** Employees shall be offered every opportunity to observe holy days of their religious faiths and leave shall be granted for this purpose to the maximum extent possible provided reasonable advance notice is given by the employee to her/his supervisor.

b. **Death in the family.** Family is defined as mother, father, sister, brother, children, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, or guardian.

c. **Labor organization affairs.** Whenever a unit employee is a delegate to a labor organization function.

Section 4. **Maternity and paternity leave.** Employees who are pregnant will be allowed to work as long as they and their doctors feel it is wise prior to delivery of the child. Maternity leave in the form of sick leave, annual leave, and leave without pay will be granted during delivery and confinement. The employee shall be returned to her position or a like position at the same grade level at the end of maternity leave. Fathers and adoptive parents may be granted annual leave or leave without pay when requested and approved in advance. The amount of time allowed will depend upon the circumstances of the individual case.

Section 5. Annual leave will be granted in one-half hour increments.

Section 6. In accordance with Article 2 of this agreement the employer retains the right to require the use of forced leave because of lack of work or for other legitimate reasons. During the period of shutdown, the employer will consider requests from an Employee (who has been hired during that leave year and has insufficient leave to cover the shutdown) to

work in her own job or another to which s/he can be detailed, if realistic. In the alternative the employee will be granted advanced annual leave, when possible, or leave without pay to cover the absence.

Article 10

Leave of Absence

Section 1. Whenever a leave of absence is justified and warranted and workload or other considerations permit an employee may request leave without pay in lieu of annual/sick leave. Supervisory approval must be in accordance with the employer's need and applicable laws and regulations. The leave without pay shall be the minimum amount necessary and shall not exceed one year.

Section 2. Employees returning to duty from approved leave of absence will be granted such rights, privileges, and seniority (SCD) to which they may be entitled at that time in accordance with this agreement and applicable statutes and regulations.

Article 11

Official Time for Union Training

Section 1. When training is properly identified as being of mutual concern and value to the employer as well as the union the employer agrees to grant excused absence for up to three work days per representative per incident of training. The union will have a maximum of 525 hours allotted during the term of the contract for this purpose. Training will be considered to be of "mutual concern" if it deals with the statutory and regulatory provisions relating to terms and conditions of employment and agency personnel policies or regulations which affect working conditions of bargaining unit employees or if it deals with interpretive guidance on implementation of this agreement.

Section 2. A written request will be submitted to the Commanding Officer or other appropriate senior management official, via the Labor Relations Officer, at least twenty days in advance of the training event. This request will contain information about the training course, including a course description and other pertinent information. Situations where the union is unable to provide the requisite twenty days' notice will be reviewed on a case-by-case basis. Determinations will be subject to workload and manpower requirements. Any cost of approved training will be borne by the union.

Article 12

Disciplinary Actions/Adverse Actions

Section 1. For purpose of this agreement disciplinary actions include letters of reprimand and suspensions of up to fourteen days. Adverse actions include removals, suspensions of more than fourteen days, reduction of grade or pay, or furloughs of thirty days or less. The purpose of disciplinary action is to correct rather than to punish an offending employee; to maintain discipline and morale among other employees; and to promote the efficiency of the organization. The primary purpose of adverse action is to promote the efficiency of the organization. Disciplinary/adverse action shall be taken for just cause only.

Section 2. Prior to initiating disciplinary/adverse action against an employee, a preliminary investigation/inquiry will be conducted as determined necessary by the employer. If the facts

of the case indicate that corrective action may be warranted, a discussion will be held with the employee if in a duty status, prior to taking action. If the nature of the offense permits, the employee will be given three hours advance notice of the meeting so as to arrange for a union representative to accompany the employee to the meeting, if so desired. If a union representative is requested but is not immediately available, the meeting may be delayed for a reasonable period of time, if the nature of the offense so permits and the employee so requests. Should such a meeting become investigatory in nature and an unrepresented employee requests the presence of a union representative, the meeting shall not proceed unless a union official is present or the employee waives the right to a representative. The unavailability of a specific union representative shall not serve as a basis to delay or cancel a meeting. Attendees at the meeting will be only those necessary to ensure prompt and proper processing of the case. If the employer decides to propose disciplinary/adverse action, the employee will receive notification within a reasonable period of time after the investigation is concluded.

Section 3. An employee will not be charged with a second or third offense if s/he has not been previously notified that s/he is being charged with the prior offense(s).

Section 4. In administering disciplinary or adverse actions, the employer agrees to follow the procedural requirements outlined in command policy instruction 12752.1. On a quarterly basis the union will be provided with a summary of all disciplinary/adverse actions taken and the penalty assessed for the violations.

Section 5. Disciplinary action must be for just cause. The employer agrees that disciplinary and adverse actions will be consistent with applicable laws, fair, and equitable. The concept of progressive discipline, intended to correct and improve conduct, rather than to punish, will be followed, except in cases where the seriousness of the offense warrants more or less severe action, if determined appropriate by the employer.

Section 6. A letter of reprimand will state the length of time, not less than one nor more than two years, that it will be made a matter of record in the employee's OPF. However, suspensions or other actions which are documented on a SF-50 will remain in the employee's OPF as long as the file exists.

Section 7. In accordance with command policy instruction 12752.1, management may also issue letters of requirement (in informal disciplinary situations), warnings (in performance cases), and admonishments (the equivalents of verbal counseling sessions). These letters are nondisciplinary, informal actions. They are not grievable, except in the case of a letter of requirement directing an employee to bring in a doctor's certification of illness when abuse of sick leave is suspected.

Section 8. In all cases of discipline (except informal actions and letters of reprimand) the deciding official shall be a higher official within the employee's organization than the proposing official.

Section 9. Employees of the unit who are the subject of a disciplinary/adverse action are entitled to union representation, when requested by the employee, at any or all of the following:

- a. during any meeting held with management in the investigatory stage;
- b. when the employee is presenting an oral/written response to the designated manager; and

or

c. during any meeting established by the various steps of the grievance procedure.

Section 10. In the event an employee in the Unit is issued a notice of proposed action under this article, the employee will be advised of her/his right, in the letter of proposal, to make an oral and/or written reply within ten calendar days to the proposed charge, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. Employees will, upon request, be granted an automatic five calendar day extension of the reply period. After receipt of a letter of reprimand or a written notice of proposed disciplinary action, the employer will make the case file available for review, upon request, by the affected employee and/or her/his representative. The employee or her/his representative will be allowed a reasonable amount of time to review the material relied upon to support the reasons in the advance notice, to secure affidavits, and to prepare a written reply. Any material not referenced in the proposed notice shall not be used by the employer to support the action. Copies of releasable evidence used to support the action shall be made available to the employee's representative, upon request.

Section 11. Employees are entitled to use the grievance procedure specified in Article 13. However, it is agreed to by the parties that grievances involving formal discipline will be submitted to the official who is one step higher than the official who signed the letter of discipline, at the lowest appropriate step of the grievance procedure.

Section 12. Any decision letter to an employee in which it has been decided to take an appealable adverse action will inform the employee of her/his option to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and will inform the employee that s/he will be deemed to have exercised her/his option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure.

Section 13. Employees presented with "last chance agreements" will be notified that they have the right to consult with a union representative before signing such an agreement. The union will be given sanitized copies of all last chance agreements.

Article 13

Grievance Procedure

Section 1. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances filed by bargaining unit employee(s), the union, or the employer. The employer and the union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and which is consistent with the principles of good management. To accomplish this, the parties will attempt to settle grievances expeditiously and at the lowest level of supervision.

Section 2. **Scope.** For purpose of this article, a grievance may be submitted:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee; or

c. by any employee, labor organization, or agency concerning:

- (1) the effect or interpretation or a claim of breach of a collective bargaining agreement; or
- (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. **Application.** Employees are entitled to be represented by the union at meetings and discussions between management and the grievant pertaining to any negotiated grievance. Even where the grievant chooses not to have a representative, the union will be given the opportunity to be present at the meetings and during subsequent steps of the grievance in order to represent the interests of the union. Where the employee chooses not to be represented by the union, the union will, nonetheless, be given two hours notice of any meetings/discussions between management and the grievant pertaining to a matter subject to the negotiated grievance procedure. In exercising their right to present a grievance, employees and union representatives shall be free from coercion, discrimination, or reprisal by management.

Section 4. **Exclusions**

a. This grievance procedure does not apply to those matters excluded by 5 USC 7121(c), i.e., any grievance concerning:

- (1) any claimed violation of 5 USC 73, subchapter III related to prohibited political activities;
- (2) retirement, life insurance, or health insurance;
- (3) a suspension or removal for reasons of national security;
- (4) any examination, certification, or appointment;
- (5) the classification of any position which does not result in the reduction of grade or pay of any employee; and or
- (6) the termination of probationary employees or termination of term or temporary employees on or before the expiration date of appointment.

b. Employees have the option of raising the following matters under a statutory appeals procedure or the negotiated grievance procedure, but not both: Adverse Actions (5 USC 7512); Actions based on unacceptable performance (5 USC 4303); and discrimination (5 USC 2302(b)(1)). An employee shall be deemed to have exercised her/his option under this section to raise the matter under either the statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under the applicable statutory procedure, or timely files a written grievance, whichever event occurs first.

Section 5. Time frames referenced in this article may be extended at the request of either party, with the approval of the other party. Verbal requests will be confirmed in writing.

Section 6. Failure on the part of the grievant to present a written grievance which meets the requirements of this article will entitle the other party to consider the grievance to be invalid and receive no further consideration. Failure on the part of the recipient to observe the

specified time limits shall entitle the other party to advance the grievance to the next step.

Section 7. Management recognizes the union's right to be present during interviews of bargaining unit employees in connection with a grievance and will invite the union's attendance at such meetings.

Section 8. It is agreed that employees and their representatives will be provided with reasonable time to research, prepare, process, and present their grievances on official time. The "process time" will include a brief review with the grievant to screen out or to write up the grievance and/or brief discussion with appropriate management officials to facilitate the grievance presentation. Reasonable amounts of official time to carry out the provisions of this article will be requested on NAEC form 12771/2, Appendix I, using the procedure outlined on that form. Employees are permitted to contact their shop stewards to advise them of their concerns. Form 12771/2 is required for use by union representatives for any official time requested.

Section 9. The following procedure shall be followed in processing individual or group grievances:

The parties agree that when two or more employees have an identical grievance (where no individual variations are involved), the union may select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the grievance selected will be binding on all the employees in the group. Names of all the employees involved in this procedure will be made part of the record of the grievance selected for processing and when a decision is made on the grievance, each employee will be individually notified.

Section 10. This article is not intended to interfere with normal day to day supervisor-employee discussions. Informal resolution of concerns is desired and encouraged prior to the presentation of formal grievances. The presentation of such grievances must be initiated within twenty calendar days of the act or circumstances which gave rise to the complaint or within twenty calendar days of the date that the employee became aware of the act or circumstances which gave rise to the complaint. The employer agrees that the initiation of a grievance shall not be construed as reflecting unfavorably on the employee's good standing, performance, loyalty, or desirability to the organization.

The term "meeting" shall be used to define any discussion between the parties to the grievance (i.e., the formal grievance), whether it be in person or by telephone. Discussions by telephone shall be by mutual consent.

FORMAL PROCEDURE

Step 1. The grievance shall be presented in writing on the negotiated grievance form to the immediate supervisor, or to the lowest appropriate supervisory level within her/his competency that has the authority to remedy the grievance. Within four calendar days the grievant, her/his representative, and the supervisor shall meet and attempt to resolve the grievance. If the grievant chooses not to have a representative the union will be given the opportunity to be present at the meetings and during subsequent steps of the grievance in order to represent the interest of the union. The supervisor will render a written decision within seven days after the meeting.

Step 2. If the decision rendered in Step 1 is unacceptable, the grievance may be submitted in writing to the competency head within twelve calendar days after the receipt of the Step 1 decision. Within twelve calendar days the grievant and, when represented by the union, the

union representative, will meet with the competency head and/or designated representative, who will attempt to resolve the grievance. A written decision will be issued by the competency head within twelve calendar days after the meeting.

Step 3. If the decision rendered in Step 2 is unacceptable, the grievance may be submitted to the Commanding Officer/Site Manager within twelve calendar days after receipt of the Step 2 decision. Within twelve calendar days the grievant, the union president, and/or a designated union representative will meet with the Commanding Officer/Site Manager or her/his designated representative(s). The Commanding Officer/Site Manager will render a written decision within twenty calendar days.

Note: A copy of all written grievance decisions will be routinely provided to the union where the union has been designated by the employee as her/his representative.

Note: All grievance meetings will be held on-site.

Step 4. If the Step 3 decision is unacceptable to the grievant, the grievance may be referred to binding arbitration in accordance with the provisions of Article 14, after notifying the Commanding Officer/Site Manager (or union president in the case of an employer-initiated grievance), within twelve calendar days of receipt of the Step 3 decision.

Section 11. While best qualified (those qualified or highly qualified candidates certified to the selecting official) candidates may not grieve non-selection in the absence of an alleged prohibited personnel practice, the failure to be found eligible or the improper ranking and rating of a candidate may be grieved. A grievance in this regard shall be processed under the formal procedure in Section 10 above except that the initial grievance (Step 2) will go to the Level 2 supervisor that has cognizance over the action. Likewise Step 3, if required, will be presented to the Commanding Officer/Site Manager or her/his designated representative. Designated representatives shall be at or above Level 2.

Section 12. **Management or union grievance.** When there is a disagreement between the union and the employer regarding an issue covered by Section 2.c of this Article and no individual or group grievance is involved, the following procedures will be followed:

Step 1. Representatives of management and the union authorized to resolve the grievance and the Labor Relations Officer shall meet and attempt to reach a satisfactory solution within twenty calendar days of the presentation of the grievance. The grievance must be presented in accordance with the time frame stated in Section 10.

Step 2. If the Step 1 decision is unacceptable to the grieving party, that party shall reduce the grievance to writing and present it within twelve calendar days. The union will forward the grievance through the Labor Relations Officer to the appropriate Level 1 supervisor. The employer will forward a grievance to the union president. This correspondence must specify the issue(s) involved, the relief sought and the grieving party's position on the issue(s). The receiving party will review the grievance and render a decision in writing to the grieving party within twenty calendar days.

Step 3. If the above decision is unacceptable to the grieving party, the issue may be referred to binding arbitration in accordance with the provisions of Article 14.

Section 13. The parties agree that the Chief Steward and the Labor Relations Officer will monitor grievances to determine if any trends are developing which could result in repeated

complaints.

Article 14

Arbitration

Section 1. If the final decision of the employer or the union is not satisfactory, the employer or the union may demand that the grievance be referred to arbitration. (Nothing shall preclude the parties from mutually agreeing to some alternative form of dispute resolution.) The union/management shall notify the other party, in writing, within twenty calendar days after receipt of a final grievance decision, that arbitration is demanded.

Section 2. **Selection of arbitrators.** Within seven calendar days from the date of receipt of an arbitration request, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within six calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, a coin shall be flipped and the loser shall have first strike. In this manner, the employer and the union will each strike an arbitrator's name from the list of seven and shall repeat this process until one name remains. The remaining name shall be the duly selected arbitrator. The arbitrator's fee and expenses shall be borne by the losing party, except when the arbitrator determines that the decision is not clearly in favor of one party or the other, in which case basic costs shall be borne equally by the parties.

Section 3. **Issues for arbitration.** The parties, prior to submitting an arbitration request, shall meet and attempt to reach written agreement on the issue(s). If the parties cannot reach agreement on the issue(s), each party shall provide the other, in writing, a copy of their issue(s), within seven calendar days of the above meeting. The arbitrator will limit her/his decision to deal with the issue(s) identified by the parties. Each party shall provide the other with a complete list of witnesses to be called to testify at the arbitration ten calendar days prior to the date of the hearing.

Section 4. **Hearing.** The arbitration hearing will be held on the employer's premises during regular day shift hours of the basic workweek, unless the parties mutually agree to extending the workday. The union representative, the employer's representative, and the aggrieved employee(s) and parties' witnesses, who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty without loss of pay or charge to annual leave while participating in the arbitration proceedings. Witnesses will be called, as required, to give testimony. Witnesses will only be in the hearing room while giving testimony.

Section 5. **Time limits.** The arbitrator will be requested to render her/his decision and remedy to the parties within thirty calendar days after the conclusion of the hearing, unless the parties agree otherwise.

Section 6. **Arbitrator's authority.** The arbitrator shall have the authority to resolve any questions of arbitrability and to interpret and define the explicit terms of this agreement and local policy as necessary to render a decision. However, the arbitrator shall have no authority to delete, add to, or modify any terms of the agreement or local policy. The employer shall make rules and regulations available to the arbitrator, upon request, providing her/his decision in no way modifies the rules, regulations, or policies by adding to, deleting, or otherwise altering them.

If either party is dissatisfied with the arbitrator's award and intends on filing exceptions with

the FLRA, the other party shall be so notified prior to the filing of the exceptions. Further, the filing party shall serve the other party, by hand carry, with a copy of the filing on the same day the filing is mailed or hand delivered to the FLRA.

Section 7. Back pay, which may include reasonable attorney fees, when in the interest of justice and warranted, shall be paid in accordance with the provisions of 5 USC 5596.

Section 8. If in the event either party refuses to cooperate or refuses to provide any evidence or an employee witness the arbitrator will be empowered to direct that such evidence or witness be produced. Absent further cooperation, the arbitrator will be empowered to draw any inferences from such actions to be used in her/his decision.

Section 9. When a court reporter is requested and used at an arbitration proceeding, the requestor shall bear the cost of such service. In the event the other party desires a copy of the transcript, all costs for such recording service shall be borne equally by the parties.

Section 10. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing except when either party objects.

Section 11. Any time limit in this article may be extended by mutual written consent of the parties.

Section 12. **Withdrawal.** The grieving party may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Article 15

Commercial Activities

Section 1. The employer agrees to inform the Union of the schedules of reviews established by higher headquarters for the Commercial Activities Program, under OMB Circular A-76. The employer agrees to afford the union and employees the opportunity to provide input into the preparation of the Performance Work Statement related to the function(s) and activity(ies) under review. Employees should provide their input to their union representative but may provide their input directly to their supervisor. The union will not participate in the development of in-house costs.

Section 2. It is further agreed that:

- a. the employer will give consideration to union proposals to increase the efficiency and effectiveness of functions under review, prior to cost comparison;
- b. the union will be furnished with pre-bid and bid opening conference information, when appropriate (a union representative may attend these conferences, provided they are open to the public and are not considered to be management-related meetings at which management officials are engaged in deliberation and discussion as part of the decision-making process);
- c. any advance procurement information provided the union shall be protected as procurement sensitive and not revealed to anyone else; and

d. the invitation by the employer to the union to participate in definition of the Performance Work Statement does not extend to any other aspect of the decision-making process.

Section 3. In order to minimize displacement action, the employer agrees to consider realignment, retraining, and other actions which may help to retain career employees.

Article 16

Reduction in Force

Section 1. The employer agrees to make every effort to avoid or minimize a reduction in force (RIF) in the unit. If a RIF affecting unit employees becomes necessary, the employer agrees to advise the union of the decision as soon as the authority is given the employer. The employer agrees to meet and discuss the details of the RIF, such as number, kinds, and location of positions, positions to be abolished, and the directive requiring the RIF prior to notices being forwarded to employees. The union agrees to protect the confidentiality of such information and prevent the disclosure of this information.

Section 2. In the event of a RIF, the employer will consider using existing vacancies to the maximum extent feasible and consistent with agency needs to place employees in available positions who otherwise would be separated from the service. All RIF actions will be carried out in strict compliance with applicable laws and regulations.

Section 3. All career or career-conditional employees who have been separated or downgraded by RIF shall be registered in the Priority Placement Program (PPP) in accordance with the policies and procedures of the Department of Defense (DoD) Program for Stability of Civilian Employment (DoD Manual 1400.20-1). In any case, the PPP will be reviewed by management for potential applicants prior to filling the position through other sources. Affected employees will be given consideration for rehiring in permanent and temporary positions for which qualified, consistent with the requirements of PPP. It is understood that acceptance of a temporary appointment will not alter the employee's entitlement to be considered for permanent employment. Employees in receipt of any form of voluntary separation incentive will be subject to all re-employment restrictions set forth in the Defense Appropriations Act of 1992.

Section 4. In the event of a RIF affecting employees in the unit, the union will be given the opportunity to provide three representatives on official time, designated in writing, to review the information listed below except where prohibited by statutes including the Privacy Act and Freedom of Information Act, and the rules and regulations of higher authority.

a. The retention register used for the RIF will be made available to the union for review at least thirty days prior to the issuance of RIF notices. The union is entitled to review all affected unit employees' names, grades, job titles, series, SCDs, veterans status', and organizations and the grades, job titles, series, and organizations of the positions being offered affected employees. The same information will be made available when any amendment is made to a specific RIF notice.

b. A listing of all appropriate vacancies in the competitive area will be made available to the union prior to the issuance of specific RIF notices. However, this does not imply that those vacancies will be filled in a RIF action.

Section 5. Employees who are demoted as a result of RIF and who are still employed within the unit will be afforded first consideration for repromotion to positions which the employer

has determined it will fill and for which the employee is eligible pursuant to the X-118, prior to competitive placement actions in accordance with applicable regulations. It is understood that acceptance of a temporary appointment will not preclude any offer of permanent employment.

Section 6. Competitive areas are negotiable but may be defined only in terms of an agency's organizational units and geographic location and must include all the employees within the area defined.

Section 7. Outplacement services will be provided by NAWCADLKE for employees that are affected by a RIF.

Article 17

Merit Promotion and Details

Section 1. The merit staffing program is designed to provide a method to meet staffing needs in a timely fashion; to ensure employees receive fair and appropriate consideration for advancement and developmental opportunities; and to provide management the flexibility to staff positions from any source. In all cases, selections should be predicated upon management's needs in terms of productivity and the total objectives of the organization including affirmative action for equal opportunity. Candidates for promotion under the activity Merit Promotion Plan must all meet the same requirements and be evaluated by the same criteria, as specified in OPM, DoN, and local regulations (as modified/superseded by this contract).

Section 2. The best qualified promotional candidates will be those with the highest numerical scores. Candidates referred will be listed alphabetically within grouping of highly qualified or qualified and certified to the selecting official by the HRO. When available, at least five promotional candidates will be referred. When more than one selection is anticipated, an additional candidate will be referred for each additional vacancy. When the numerical scores of two (or more) candidates leave them tied for fifth place on the best qualified list, each of those candidates will be referred.

Section 3. Supervisors and other management officials (including panel members) are prohibited from participating in, or attempting to influence, the rating, ranking, or selection process for a position in which a relative as defined in 5 CFR 310 is under consideration. Nor may such supervisors or management officials advocate the selection of a relative for consideration for employment, promotion, or any other preferential treatment.

Section 4. All employees in the unit shall have the right to submit applications in response to vacancy announcements and will receive a written notice of rating concerning that announcement. Upon completion of a merit promotion action the HRO will provide, upon the request of an applicant for the said merit promotion action the following information:

- a. rating and whether qualified or highly qualified;
- b. name of selectee(s);
- c. number of applicants; and
- d. number of applicants determined qualified or highly qualified.

Employees who are on temporary duty (TDY) or approved leave for the entire amount of time that a Merit Promotion Announcement is open may, upon their return, submit a job application and other required forms for the position to the HRO and have such application accepted provided:

- a. the employee files within four calendar duty days of her/his return to duty; and
- b. no certificate of eligibles has been developed.

Section 5. **Candidate eligibility determination**

- a. Basic eligibility will be determined in accordance with minimum qualification standards or job element examining methods authorized by OPM, including appropriate selective placement factors stipulated in vacancy announcements.
- b. Amendments to vacancy announcements will be accomplished by publication of a summary of the changes.
- c. The screening of candidates to determine basic eligibility shall be a function of the employer.
- d. In all cases where an applicant for a competitive vacancy is determined by the HRO to be ineligible, the applicant shall receive written notification, within fourteen calendar days after the determination is made and normally at least seven calendar days prior to interview. Similarly, candidates not certified for selection consideration shall be notified within fourteen calendar days after the determination (and normally seven calendar days prior to interviews) is made and prior to appointment.
- e. Identification, qualification, evaluation, and selection of candidates shall be made without discrimination as to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical or mental handicap, or age and shall not be based on any criteria not job-related, including favoritism, personal relationship (nepotism), or patronage.

Section 6. Crediting plans to be used in evaluating candidates shall be approved by HRO and subject matter experts who participated in its development.

Section 7. All certified promotion candidates will be interviewed unless the selecting official has firsthand knowledge of all the candidates' work abilities. If one is interviewed, all best qualified candidates must be interviewed. All candidates interviewed shall be asked the same questions relevant to the position to be filled.

When opening an interview, the interviewer(s) will advise the interviewee what material was already considered in the rating and ranking process and have the employee sign a statement that the interviewer confirmed what information was relied upon and that the employee was permitted to amend incomplete data. Should the interviewer feel that additional information is necessary and relevant to the position applied for, s/he may discuss that qualification during the interview.

Section 8. When an employee who is selected for promotion cannot be released within one full pay period after selection, the employee and union will be given a written justification.

Section 9. Employees who applied and were considered for promotion and not selected shall

be notified of nonselection within fourteen calendar days after the determination is made and prior to appointment. Unsuccessful candidates shall be furnished the name of the selectee.

Section 10. The employer shall respond to an employee's question or complaint about the promotion program or about any specific promotion action in which the employee was found not qualified by providing the employee with an appropriate explanation. If the matter cannot be resolved on an informal basis, the employee may submit a grievance to the HRO in accordance with Article 13, Section 11, within twenty calendar days of receiving written notification (NAEC form 12340/1).

When authorized to represent an employee in a complaint or grievance, the union representative of such an employee will direct requests for review of releasable records to the HRO. The parties recognize that not all information on promotions may be released and the union shall consider and adhere to the constraints of the statute and other applicable laws and regulations when making such requests.

Section 11. The following actions exempt from competitive procedures.

a. The promotion of an employee whose position is classified at a higher grade level due to the accretion of duties which are directly related to the employee's major (and grade controlling) duties when there is no change in organizational entity (immediate supervisor) and where there is no addition of supervisory duties to a nonsupervisory position. In order for an employee to be eligible for a non-competitive promotion all of the conditions prescribed in 5 CFR 335.103 must be met.

b. Career Ladder Positions. A career promotion is the promotion of an employee without current competition when competition was held at an earlier date and the employee was appointed to an entry level or intermediate position designed or intended to prepare him for the full performance level of the position being filled. Successive non-competitive promotions may be made until the employee reaches the full performance level of the career ladder occupation.

c. Temporary promotion of not more than 120 days.

d. Details of not more than 120 days to higher graded positions or to positions with known promotion potential.

e. Selections of permanent Government employees from OPM registers for higher graded positions or positions with known promotion potential.

f. Repromotion of a Federal employee to a grade or position from which s/he was demoted without personal cause and not at her/his request.

g. The reinstatement of a former Federal employee to a position with known promotion potential which is no higher than the same promotion potential as the last held permanent position.

h. The position change (either reassignment, demotion, transfer, or promotion) of a permanent Federal employee from a position having known promotion potential to a position having no higher potential.

i. A promotion resulting from the application of a new position classification standard or

correction of a classification error.

j. A position change permitted by and processed under RIF regulations.

k. Any employee who was not promoted or given proper consideration in a specific promotion action because of a violation of the Merit Promotion Plan. Such an employee will be given priority consideration for the next appropriate vacancy before the position vacancy is announced.

Section 12. The employer agrees that when there is a need to temporarily assign a unit employee to a higher level position for a period in excess of thirty consecutive calendar days, the employee will be temporarily promoted to the higher level position provided s/he meets established qualification requirements. Temporary promotions in excess of 120 days will be made under Merit Promotion Procedures.

Section 13. An employee temporarily assigned, detailed, or promoted to duties other than her/his own for a period in excess of thirty days will have the appropriate documentation (SF-52, SF-50) placed in her/his OPF within thirty days of the effective date of the action. For details of less than thirty days, the employee/employer will submit a record of the temporary assignment or detail outlining briefly the duties and responsibilities in the form of a letter signed by the supervisor to HRO for incorporation in her/his OPF.

Section 14. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Therefore, details shall be rotated to the fullest extent practicable, consistent with the accomplishment of the mission of the employer.

Section 15. Job announcements will be available in the HRO and in assigned work areas. The union president and Chief Steward will be provided copies of all vacancy announcements pertaining to positions in the bargaining unit concurrent with their posting. Union officials may request additional copies from the appropriate organization.

Article 18

Environmental Differential Pay and Hazard Pay

Section 1. The employer shall ensure that measures are taken to eliminate or reduce the hazards, physical hardships, and working conditions of an unusual nature. The supervisor shall ensure that proper action is taken to identify all work situations that meet the criteria for Environmental Differential Pay (EDP) as defined in the Federal Wage Systems Operating Manual. The HRO will determine and approve the category of EDP payable on a case-by-case basis.

Section 2. Supervisors, when assigning employees to work for which environmental pay is indicated, shall so inform the employee. If at any time an employee believes that environmental pay is warranted, s/he shall call the matter to the attention of the immediate supervisor who will make (or obtain) a determination and advise the employee. The employee may exercise the right to be represented by the union when discussing environmental pay.

Section 3. Employees or union officials may request review of a work situation that may warrant payment of environment and hazard pay. Such requests must be submitted in writing to the next level supervisor with the following information (if an informal attempt with

the immediate supervisor has not yielded a satisfactory response). The next level supervisor will forward EDP and Hazard Pay requests to the HRO with a recommendation for approval/disapproval in accordance with governing instructions, as shown below.

a. **Nature of exposure.** Describe the nature of the exposure to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature.

b. **Degree of exposure.** Show the degree to which the employee is exposed to the hazard, physical hardship, or working condition.

c. **Period of time exposure will exist.** State the period of time during which the exposure will continue to exist.

d. **Degree of control exercised.** Include the degree to which control may be exercised over the physical hardship, hazard, or working condition.

e. **Certifying official.** Identify the official(s) authorized to approve and certify as to the performance of the environmental differential assignment.

f. **Job titles.** List the job titles of employees performing the work, if the description is proposed for dirty work.

g. **Safety equipment and practices.** Describe the personnel protective equipment (PPE) or other safety equipment or practices utilized to reduce the impact of the hazard or environmental factor.

The employer will evaluate/approve, when appropriate, local situations for which EDP/Hazard Pay is payable. Wage Grade employees' entitlement, if any, is covered under the provisions of the Federal Wage Systems Operating Manual. General Schedule (GS) employees' entitlement, if any, is covered under the provisions of Appendix A, Subpart 1, 5 CFR 550. Copies of those documents may be requested through the organization's administrative office.

Section 4. If a dispute arises concerning the application or interpretation concerning the criteria of an established EDP category found in the Federal Wage Systems Operating Manual or hazard category established by Appendix A, Subpart 1, 5 CFR 550, that complaint shall be reduced to writing by the union and presented to the HRO. A written response will be issued within fifteen workdays of the receipt of the complaint. Other issues concerning the application of this article may be pursued through the negotiated grievance procedure.

Section 5. Employees assigned to work where there may be an environmental pay entitlement shall have the necessary qualifications. No employee shall be assigned to menial or dirty work as a reprisal or punishment or to environmental pay assignments as a reward.

Section 6. It is agreed that pertinent portions of the most recent issue of the Federal Wage Systems Operating Manual will be appended to this contract.

Article 19

Wage Surveys

Section 1. Should a union representative be requested to participate in a local wage survey, reasonable time during working hours will be authorized, with no loss of pay or benefits.

Section 2. The employer will notify the union, as soon as possible, when information is received from the Department of the Navy concerning commencement of a local wage survey of the area including the NAWCADLKE/NATTC (DET) and provide a copy of the final report to the union.

Article 20

Classification and Position Descriptions

Section 1. **Employee rights.** Each employee is entitled to a complete and accurate position/job description, which shall be reviewed at least biennially by the employee and the work supervisor. Duties and responsibilities which may have an impact on the series, grade level, or performance standards of the position shall be considered for incorporation in the position/job description to insure that the accuracy of the duties assigned is maintained. The expression "performs other duties as assigned" will not be used to require employees to do work on a regular basis which is unrelated to their basic assignment. Employees will be provided a copy of their position/job description upon entering on duty and whenever the description is changed. Any employee in the unit who feels that s/he is performing duties outside the scope of the position/job description or that the position is inaccurately described may request that the position be reviewed by the immediate supervisor. The supervisor will then hold a meeting with the employee within thirty days (except when there are extenuating circumstances) to consider the employee's written and/or oral comments. If still dissatisfied with the content of the position/job description after this meeting, the employee may file a grievance under the provisions of Article 13 of this agreement.

Section 2. **Agency complaints and appeals (GS or WG).** Any employee in the unit who feels that her/his position is improperly classified may appeal her/his classification under appropriate OPM regulations. Members of the unit are entitled to union representation if so desired by the employee.

a. Employees may appeal to the Office of Personnel Management (OPM) through the DoN. However, only GS employees may appeal directly to OPM. Any direct appeal to OPM eliminates the DoN as an appeals channel.

b. Employees who have been downgraded as a result of a RIF or a reclassification may appeal the classification of the new position as noted in Section 2.a above.

c. The parties agree that employees have a right to have a representative present at the desk audit.

d. Employees will be provided a written response concerning the classification decision when appealed.

Section 3. The employer will notify the union in advance when new position classification standards affect bargaining unit positions.

Section 4. Retained grade and retained pay rights, when appropriate, shall be afforded to an employee who is placed in a lower grade as a result of a RIF or reclassification. Positions offered outside the local commuting area to employees whose positions have been downgraded and who are entitled to retained grade and/or retained pay protections under

Title VII Of the Civil Service Reform Act, may be declined by the employee and shall not be mandatory reassignments unless the employee is subject to a mobility agreement or her/his position/job description requires mobility. In order to be considered a valid offer, such positions must be within the employee's commuting area or another geographic location in which the employee has expressed a written interest. The distance involved in the local commuting area shall not exceed fifty miles.

Section 5. The parties agree that the undesirable aspects of a job and or work in undesirable areas will be assigned consistent with job requirements and individual employee skills. Further, it is agreed that one employee will not be continually singled out for menial or dirty work nor will assignments be used to reward or discipline employees.

Article 21

Project Idea Program

Section 1. **Project Idea panels.** The employer agrees that when a Project Idea panel convenes for the purpose providing an avenue for presentation, or elaboration of an idea, by its submitter to an impartial group for consideration, advice, or direction or providing an avenue for the informal appeal of a rejected idea, the union is entitled to have one representative serve on the panel as a member.

Section 2. Upon request, the employer agrees to investigate complaints regarding unreasonable delays in processing Project Ideas and to provide the employee with a response.

Section 3. The HRO shall assist employees in assuring that suggestions are sufficiently described for evaluation. Rejections will be in writing and the suggester will be afforded an opportunity for a personal interview to ask questions and discuss the details of the rejection letter. Upon request, the suggester will be accompanied by a union steward.

Article 22

Training

Section 1. The employer agrees to continue its training program for unit personnel consistent with the needs of the NAWCADLKE and the NATTC (DET). Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training or retraining to assure development and career planning for employees and to maintain the competence of the work force. The employer will consider, as funds permit, providing training to improve employee efficiency and to assist employees affected by RIF, or reorganization.

Section 2. The employer agrees to notify the union in advance of the Center Training Committee annual meeting so that the union may prepare recommendations. One union representative may attend this meeting as a member of the committee. The role of the representative is to participate in formulating committee recommendations. The union's views shall be presented when the Training Committee meets to prepare the overall training program. A copy of the committee's proposed training plan for unit employees will be furnished to the union.

Section 3. It shall be a matter of interest and concern for the employer and the union that appropriate local training courses, seminars, conferences, and meetings be scheduled,

whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training.

Section 4. The employer agrees to record training accomplishments in the employee's OPF. This does not relieve the employee of the individual responsibility to keep her/his personnel folder current and complete to fully reflect total employment experience, training, and education. The union agrees to encourage employees to regularly review their personnel folder to assure that training is accurately recorded.

Section 5. The employer agrees to extend every reasonable consideration to the reimbursement of tuition expenses incurred by an employee in attendance at after-hours, work-related courses. An employee desiring to enroll in a non-Government facility shall submit a memorandum of request (containing title of course, content, how it is work related, cost, time frame involved, and the source of training) via the supervisor at least thirty days prior to the registration. The employer shall reply at least seven days prior to the registration date, if possible. Reimbursement, if approved, shall be in accordance with existing policies and regulations, upon satisfactory completion of the course.

Section 7. **Technological change.** While it is understood that for reasons of productivity and efficiency the employer may periodically update office/shop technology, the employer agrees to provide adequate training, when feasible, to update employee skills. Reasonable requests for training related to advancement in technology by employees affected by such technology will be considered by the employer.

Article 22A

Apprentice Training

Section 1. It is mutually agreed that the NAWCADLKE Apprentice Training Program is of vital interest to the union and the employer. The objective of the program is to develop highly-skilled department-oriented journeymen thoroughly and broadly qualified in their trades to assist in meeting long-range manpower needs. The program is designed to provide apprentices with technical skills and knowledge required in the selected trade. The employer will be responsible for coordination of on-the-job training in order to ensure that all apprentices receive the required training. Apprentices' training assignments shall be scheduled and work experiences recorded to ensure that all apprentices are afforded the opportunity to qualify in each phase of training as defined in the apprentice training schedule developed by management for each trade.

Section 2. The employer agrees that the training coordinator who is in charge of the overall apprenticeship program will meet with a union representative once a month to discuss any union input relative to the individual problems of apprentices and suggestions for improvement and strengthening of the Apprentice Training Program. Management will also use these meetings to notify the union of any proposed changes in the program. In the event that a written recommendation is developed by the union representative, it will be submitted through the Superintendent, Operations Division, to the HRO. A written response will be furnished to the union by the training coordinator within thirty calendar days.

Section 3. Management agrees that apprentices will be guided, as needed, by a journeyman, training instructor, or supervisor who is skilled in that particular phase of the apprenticeship training. Assignments will be made, to the extent permitted by work requirements, primarily to expose the apprentice to a variety of jobs with increasing complexity and responsibility.

Section 4. Management agrees to conduct all required apprenticeship training at the

expense of management. It is agreed that voluntary off-site training will be reviewed and approved at the discretion of management. Apprentices must submit a DD-1556 (training request form) for training three weeks prior to commencement of the course.

Section 5. Selection for promotion to training leader positions will be in accordance with Merit Promotion procedures. In areas where there are four or less apprentices, management will provide each apprentice with appropriate correspondence courses.

Section 6. Apprentice work experience is planned to enable the apprentice to become competent in the skills required in her/his trade. Specific trade work experience plans and classroom training plans have been developed for each particular trade. Individual apprentices will be provided a copy of their respective plans.

Section 7. An invitation will be extended to the union president or her/his designee to the apprentice graduation. The union president or her/his designee will be in a duty status while attending the ceremony.

Section 8. Sufficient textbooks will be furnished by management for unit apprentices for classroom instructions and study. State-of-the-art films and training aids will be used in apprenticeship training when available through the Shipyard Instructional Design Center Atlantic. A copy of the current catalog will be furnished the union upon receipt.

Section 9. In accordance with past practice, written tests in connection with vacancy announcements for apprentice positions will be conducted during non-working hours. The employer agrees to notify the union when OPM schedules written tests required in connection with merit promotion vacancy announcements for bargaining unit positions.

Article 23

Civilian Employee Assistance Program

Section 1. **Common goal.** The employer and the union recognize the importance of supporting the DoN's policy as promulgated in 5 CFR 792. Troubled employees are offered assistance (counseling and referral to community rehabilitation programs) through the installation-wide Civilian Employee Assistance Program (CEAP). It is further recognized that medical and/or emotional problems (including alcohol and drug abuse) affecting an employee and or her/his immediate family may interfere with an employee's job performance. The employer and the union recognize that such problems are treatable thus providing cooperative employees with the opportunity to return to high levels of productivity. Participation in the program remains voluntary.

Section 2. In cases where documented use of illegal drugs or abuse of alcohol exists, management is required to refer employees for counseling and/or treatment through CEAP. The employee may request assistance from a union representative at any point during participation in meetings with management officials with respect to the CEAP.

Section 3. No employee will have his job security or promotion opportunities jeopardized solely because s/he has been counseled or referred for assistance. All records and discussions will be kept confidential as are medical records.

Section 4. NAWCADLKE will follow the spirit and language of Executive Order 12564, Drug-Free Federal Workplace.

Section 5. Management shall advertise its written policy on troubled employees, news about the program, and assurances of confidentiality for participants by the various methods available throughout the installation. The union shall undertake a publicity effort within the activity to eliminate any stigma associated with such matters.

Section 6. A representative of the union may participate in training related to the program given to management officials, when provided locally.

Section 7. Sick leave, annual leave, or leave without pay may be granted for off-base counselling or treatment sessions.

Article 24

Equal Employment Opportunity

Section 1. The employer and the union strongly endorse the principles and objectives of the Equal Employment Opportunity (EEO) Program and will demonstrate full adherence to Executive Order 11478 and all Federal laws and regulations guaranteeing equal employment opportunity without discrimination for all persons without regard to race, religion, color, national origin, sex, physical handicaps, age, political affiliation, or marital status.

Section 2. If an EEO advisory committee is established the employer will recognize one union representative as a member.

Section 3. Unit employees who allege discrimination may file a written grievance under the negotiated grievance procedure in Article 13 of this agreement or file a complaint under the EEO complaint procedure outlined in the appropriate command policy instruction, but not both. Since the time frames for these procedures are different employees will be permitted to seek the advice of a shop steward in determining which procedure to use.

Article 25

Occupational Safety and Health

Section 1. The employer will continue to recognize its responsibility to provide and maintain safe working conditions and the union will cooperate with the employer in carrying out these responsibilities in the area of safety and encourage the employees to work in a safe manner. The employer will be guided by any occupational safety and health regulations in effect at the time, especially instruction 12810.

Section 2. All employees determined to be subjected to exposures hazardous to their health shall be given health examinations and tests at intervals sufficient to ensure that necessary precautions may be taken to maintain their health, the frequency of which will be determined by the Medical Officer. The employer will maintain all health records. Copies of all medical records shall be furnished to employees upon request when leaving the activity.

Section 3. Ambulance service or other transportation will be provided when determined appropriate by (and in the following order): the Dispensary (ext 2666); the Officer of the Day (ext 2308); Police (ext 2332); or management. The cost of the ambulance service, if any, for an on-the-job accident will be borne by the employer.

Section 4. The employer agrees to furnish in accordance with instruction 5100.1B, protective clothing and equipment and safety devices, such as hard hats, safety goggles or shields,

and or hearing protection devices whenever, in the opinion of the Safety Officer, it is required. The parties agree that employees will be required to utilize protective clothing and devices, where such have been provided by the employer. It shall be the responsibility of the employees to attire themselves appropriately for their work assignments. Failure to utilize protective equipment provided by the employer or abide by safety regulations or properly report an accident may result in disciplinary action.

Section 5. Occupational injury or illness/disease. Employees are required to immediately report all injuries which occur, no matter how slight, to their immediate supervisors. The immediate supervisor will issue the employee a "Dispensary Permit" (Medical Evaluation of Work Status/Dispensary Permit (NAEC 12810/1)) and the employee will report immediately to the dispensary for treatment and or observation as applicable. In all cases, the employee shall not, except in emergency, leave the activity prior to effecting a CA-1 form or prior to obtaining a CA-16 form if the employee chooses treatment at a hospital. (Second and third shift personnel will contact the HRO's injury compensation staff on the next available workday to advise of their injury and to complete the appropriate forms.) Continuation of pay (COP) may be disputed and refused to an employee if the injury was not reported on the CA-1 form within thirty days following the injury. Once reported, the employer agrees to assist the employee in completing all appropriate forms necessary for applying for benefits and to process and forward documentation required of the employer when an employee sustains an on-the-job injury and elects to file a claim. The CA-1 form is used to report an Occupational Injury. The CA-2 form is used by an employee to report a job-related illness or disease. Pay for compensation, other than COP, shall be that appropriate under the Compensation Act. Forms may be obtained through the immediate supervisor or the HRO.

Employee's shall be provided with copies of any letter forwarded to their physician in connection with a worker's compensation claim. Employees will receive a copy of the worker's compensation case file. In cases where an investigation has been conducted, investigatory materials will be released upon approval of the investigative body.

When an employee becomes capable of performing light duty work after an on-the-job injury, the employing department/organization will make every reasonable effort to assign light duty work consistent with the restrictions specified by the Branch Clinic, after consideration of the private physician's statement, when presented by the employee.

Exceptions to any time limits for filing may only be granted by the Department of Labor and not the employer.

Section 6. Imminent danger. Agency inspections will be conducted within twenty-four hours for employee reports of imminent danger conditions (any condition or practice in any workplace which is such that a danger exists which could reasonably be expected to cause death or serious physical harm, immediately or before the imminence of such danger can be eliminated through normal procedures); within three working days for potentially serious conditions; and within twenty working days for other than serious safety and health conditions. However, an inspection may not be necessary if, through normal management action and with prompt notification of employees and safety and health committees, the hazardous condition(s) identified can be abated immediately. Once it has been determined that an unsafe or unhealthful working condition exists, a notice will be posted in accordance with 29 CFR S1960. Whenever the activity cannot abate an unsafe or unhealthful working condition within thirty calendar days, it shall prepare an abatement plan with the cooperation of a safety and health official or a designee. The Safety Officer who prepares the abatement plan will forward a copy of the plan to the union.

Section 7. The employer will consider not assigning work outside an employee's

classification which would endanger the employee's health and safety.

Section 8. Safety inspections. The employer shall conduct an annual safety inspection of all areas occupied by unit employees. When safety inspections are made by outside agencies, the union will be notified and the union may request that a representative accompany the inspector or inspecting team. The employer agrees to provide the union with a copy of inspection findings. Further, upon request, the employer agrees to provide the union statistical summaries of accident reports and other review findings when no physical inspection is accomplished.

Section 9. Shop safety committees. Where a need for a shop safety committee is determined, the union may designate one member and one alternate from the affected organization to serve on this committee for a designated period of time. Management shall not disapprove the designation of a representative without good cause. The committee will meet on a monthly basis to suggest ways and means of eliminating shop accident-producing conditions or hazards. Results of the meeting will be documented on form NAEC 5100/5 and presented to the appropriate supervisor and or manager with recommendations for corrective action. All results will be forwarded to the Safety Officer.

Article 26

Assignment of Work

Section 1. It is in the mutual interests of the employer and the union to seek ways to improve the productive efficiency of activity operations and to improve employees' job satisfaction.

Section 2. In the event a problem arises with respect to assignment of work affecting the employees in the unit, the union may bring such matters to the attention of appropriate officials of the employer. The employer agrees to give serious consideration to the views and recommendations of the union in regard to policies and practices relating to assignment of work.

Section 3. All details not covered by merit promotion procedures (Article 17) will normally be accomplished by seniority, as defined in the "Glossary of Terms," unless it is determined by management that a more effective use may be made of the services of an employee scheduled to be rotated. The union will be notified of any change in an established rotation. Training requirements per department will be reviewed prior to a detail in order to insure depth and efficiency in each department.

Section 4. When a vacancy occurs on a shift other than that to which an employee is permanently assigned, an employee will be considered for reassignment to such a vacancy upon the employee's request, provided the employee is in the same title, series, and grade as the vacancy. If more than one employee volunteers, individual seniority and the employer's need will be the factors used by the employer to make the assignment.

Article 27

Continuous Improvement

Section 1. The parties agree that the Total Quality Leadership philosophy and labor-management partnership concept set forth in Executive Order 12871 could result in improved working conditions and more effective and efficient operations.

Article 28

Civic Responsibility

Section 1. In the event an employee is summoned for jury duty or jury qualification or subpoenaed as a witness for a Federal, state, or local government s/he shall be paid at her/his basic rate for the time required from her/his normal work schedule to perform such duties. Such time shall be limited to the time necessary. Any fees received from the court for the performance of such duty shall be delivered to the Comptroller together with evidence of time served on such duties.

Section 2. **Court leave**

a. Court and witness leave may be granted only to employees who are required to be attending court either as a witness or for jury duty in accordance with the following court leave guide.

b. When an employee is called as a witness to testify in her/his official capacity, whether on behalf of a Federal, state, or local government or on behalf of a private party, s/he is in an official duty status as distinguished from a court leave status. Court leave applies to jury service in a U.S., District of Columbia (DC), state, or local court. Court leave also applies to employees who appear as unofficial witnesses on behalf of a state or local government or a private party in connection with any judicial proceedings to which the U.S., the DC, or a state or local government is a party.

c. An employee subpoenaed for jury duty shall submit the summons to her/his supervisor. The supervisor, in accordance with the information contained in the summons, shall complete NAEC form 12330/6, in triplicate, up to and including Part I. (Forms may be obtained from the HRO). Upon completion of jury duty the employee shall submit the three copies of the NAEC 12330/6, plus jury fees received, to the Accounting Officer, Comptroller Department, Building 120. The Comptroller General has ruled that the jury fee must be the gross amount received, and that the employee must refund any deducted for City Wage Tax (Philadelphia residents). In cases where time and travel permit and where no hardship results, an employee on jury duty who is excused for one day or a substantial portion thereof, will return to work or be charged annual leave for the time not actually spent on jury duty. See leave chart, Appendix II.

Section 3. The employer and the union agree that approved charity drives shall be given maximum support. The union will designate one member on the command's Combined Federal Campaign (CFC) Working Committee annually. In no instance, however, shall the employer or the union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute.

Section 4. Upon written request, the employer agrees to allow the union to conduct a non-partisan voter registration drive annually. The drive may be conducted for a maximum of 1-1/2 hours for each of three days at a mutually agreeable location(s). The dates and times of the drive will be determined by the employer within fifteen days of the request. Excused absence will be permitted to one (1) union representative for one hour for each of the three days for this purpose.

Article 29

Orientation of New Employees

Section 1. **Orientation of new employees.** All new employees shall be informed by the employer that the union is the exclusive representative of employees in the unit. Each new employee shall receive a copy of this agreement from the employer together with a list of the officers and representatives of the union. The employer further agrees to allow a union representative the opportunity to speak to Unit employees, for approximately 15 minutes during the regularly scheduled New Employee Indoctrination Program.

Section 2. **Notification.** Every six months the employer shall furnish the union with a list of new and transferring employees. The employer will obtain the employee's signature on such listing which shall serve as evidence of the employee's receipt of a copy of the collective bargaining agreement. The list shall also include the organizational assignment of the employee.

Article 30

Travel

Section 1. Travel-related determinations which are affected by FLSA exempt/non-exempt status shall be addressed in accordance with the provisions of 5 CFR 550 or 5 CFR 551.

Section 2. When required to travel, employees shall be entitled to the benefits set forth in the Department of Defense Joint Travel Regulations (JTR) and DoN policies. Any employee required to travel may obtain appropriate forms and information on the JTR regarding overtime pay or compensatory time when appropriate per 5 CFR 550/551.

Section 3. Employees on travel assignments will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. In this regard, excess costs, delays, or luxury accommodations which are unnecessary or unjustified in the performance of a mission, are not considered acceptable. Circuitous routes will not be permitted unless in a metropolitan area, (i.e., beltways around metropolitan areas will not be considered circuitous). Additional mileage can be authorized on a case-by-case basis. Employees will have input into travel orders concerning different per diem areas s/he will be in during the performance of official Government duties.

Section 4. Where the nature and location of the work at a temporary duty station are such that suitable meals cannot be procured there, the expenses of daily travel required to procure meals at the nearest available place will be considered necessary transportation. A written statement explaining the necessity for such daily travel by the employee for the purpose of procuring meals will be included with the travel voucher. Should the Defense Finance and Accounting Service (DFAS) disallow mileage for the procurement of meals, an amended travel order, signed by the employee's supervisor, will be submitted to DFAS.

Section 5. In the selection of an employee(s) for any temporary duty assignment to another activity or site, the employer will consider the expressed desires of the employee to go or not to go in determining the employee to be so assigned. The employer will take into consideration: the special skills required at the other activity or site; the needs of this command during the period of temporary duty assignment; the special skills of individual employee(s); and their ability to represent the activity. Temporary duty assignments will not be used as a reward or punishment of unit employees.

Section 6. The employer will authorize 80% advances (unless a Government Credit Card

has been issued and may be used) when justified under the circumstances affecting the travel in accordance with the provisions of the JTR. In cases of financial hardship, the employer will advance 100 percent of the estimated expenses, pursuant to the JTR, unless a Government travel card has been issued to the traveler. Employees will apply for approval of a hardship claim to DFAS through their local travel administrator.

Section 7. Outstanding travel or transportation expense advances which have not been fully recovered by voluntary repayment by the traveler will be recovered promptly by the employer. Recovery will be by written request to the traveler for repayment of the amount due and salary offset, when necessary.

Section 8. When an employee in the unit is assigned to stand-by duty aboard vessels underway, eight hours of every twenty-four consecutive hours will be set aside for sleeping and eating. The employee will be paid for sixteen of the twenty-four hours even though s/he spends less than sixteen hours performing actual work. When actual work (less eating and sleeping time) is performed for more than sixteen of the twenty-four hours, the employee will be paid for all hours of such work as certified by the designated authority. For a remaining period of less than twenty-four consecutive hours, the employee will be paid for all hours of actual work. Pay entitlement is subject to the statutory bi-weekly maximum.

Section 9. Prior to an overnight sea trial or other trips in which employees are required to be onboard the ship overnight, the employer will assure that suitable sleeping accommodations, including blankets, pillows, and clean linens are provided for each employee by shipment with the employer's equipment.

When practical, employees will travel during normal duty hours. Travel may only be considered hours of work in accordance with applicable law, regulation, and interpretive case law, to include decisions of the Comptroller General. Normally, travel will be scheduled so that employees may travel during their regular hours of duty. Payment for such travel will be governed by the rulings of the Comptroller General, but in no case shall be more than 1-3/4 days.

Section 10. Frequent travelers, i.e., those at or above the GS-9 or equivalent, who travel more than twice a year, shall be offered, and are expected to use the Government's contractor-issued travel card for all official travel. Frequent travelers who elect not to apply for the contractor-issued card and those whose cards have been revoked or suspended due to delinquency, shall have their travel advances reduced pursuant to the applicable regulations. Exceptions can be made for employees with known and verified personal financial difficulties on a case-by-case basis.

Section 11. Pursuant to applicable travel regulations, travelers will not be required to use any one mode of transportation. However, employees who elect to use other than the authorized method will be reimbursed only for the expected cost of the officially authorized method. Any additional costs shall be the traveler's responsibility.

Section 12. Use of privately owned vehicles (POV) for travel

a. Employees will not be required to use a POV while on travel. When in the best interest of the Government, commercial car services, i.e., taxi, limousine, etc, will be authorized.

b. Privately owned vehicles may be approved for use from and to the employee's place of residence at the beginning and end of the official travel, if doing so is determined by the employer to be advantageous to the Government. Place of residence may be either the place from which the employee commutes daily to a permanent duty station or the place

where the POV is garaged/stored. Travel orders will be written to reflect seasonal changes in residence.

c. In determining whether the use of a POV is more advantageous than other means of transportation, the overall benefits, disadvantages, comparative costs of transportation, per diem, and reimbursable items including the following will be evaluated:

1. requirements of the assignment, including transportation of baggage, tools, or equipment;
2. availability of other transportation facilities and the affect on productive time relative to the travel time involved;
3. duty location in relation to traffic conditions, routing, and weather;
4. proximity of TDY work locations to quarters and meal facilities and the availability of other modes of travel between these points;
5. overall cost advantage when there are accompanying passengers under official travel orders in the same vehicle; and
6. the salary cost represented by the additional travel time.

d. When using a POV, employees will be reimbursed for the actual miles traveled to and from the TDY site. Mileage in and around the TDY site, not to exceed 25 miles, which is incidental to the purpose of the travel will also be reimbursed. Additional mileage can be authorized on a case-by-case basis. When using a POV for local travel, employees will be reimbursed only for that mileage which exceeds their normal daily commute to their regular work site.

Section 13. Rental cars

- a. In cases of specific hardship, employees will have input into their travel orders regarding the size of their rental car.
- b. Pursuant to the provisions of the Federal Tort Claims Act, employees shall be protected from any liability associated with the use of a rental vehicle when acting within the scope of their employment.

Section 14. Lodging policy

a. Lodging arrangements for employees on temporary duty to military installations or to cities where adequate military quarters are within a reasonable commute of the temporary duty site (i.e., a 30-minute rush hour drive) will be made in the order which follows.

1. First priority will be available Government bachelor's quarters (BOQs);
2. If such quarters are not available, employees will be housed at available Navy Lodge facilities.
3. If neither of the above types of quarters are available, employees may be booked into commercial hotel/motel facilities. Employees shall be responsible for securing certificates of non-availability (where applicable) and attaching same to their travel voucher before they will

be reimbursed for the lodging portion of the per diem.

4. Bargaining unit employees will not be required to stay in Government quarters. However, employees who elect to stay in commercial facilities when Government quarters, as above, are available, shall not receive the lodging portion of their per diem per applicable provisions of the travel regulations. Requests for exemptions from this rule will be considered by the employer when justified by a clear indication that the mission, absent such an exemption, would be adversely affected. Other exceptions may be made on a case-by-case basis pursuant to the JTR. (Ref: CH 343 Part 1055)

5. Employees will not normally be required to occupy inadequate, substandard, or enlisted quarters when adequate housing, as described above, is available, except for military necessity. Adequate housing will include private room and wash/bathroom facilities, except for military necessity.

Article 31

Dues Withholding

Section 1. The employer shall continue to deduct union dues from the pay of the employees in the unit subject to the provisions of this article.

Section 2. The union agrees to procure form SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and furnish them to members desiring to authorize an allotment for withholding of dues from their pay.

Section 3. An SF-1187 will be used to request and authorize an allotment of pay. The SF-1187 will be properly executed by the employee and submitted to the HRO Labor Relations Officer via the president of the union or other authorized officer of the local who will certify that the employee is a member in good standing in the local and who will insert the amount of dues to be withheld. The HRO shall transmit the properly executed SF-1187 to Code 10, who shall withhold the dues. If the properly executed SF-1187 is submitted to the HRO ten full workdays before the close of the pay period, the deduction will be included in the pay period. The president of the local hereby agrees to immediately notify, in writing, the HRO and Code 10 of any change in the name and or address of the Secretary-Treasurer of the Local.

Section 4. The union will promptly notify Code 10, via the Labor Relations Officer, in writing when a member of the local is expelled or ceases to be a member. Code 10 will take action to terminate the deduction. The employer hereby agrees to have the Disbursing Officer prepare a bi-weekly remittance check at the close of each pay period for which deductions are made. The check will be for the total amount of dues withheld for the pay period, drawn to the order of NFFE Local #284, and forwarded to the Secretary-Treasurer, NFFE #284, at a mailing address provided by the union.

Section 5. The employer agrees to submit with the remittance check, a listing of members by shop and employee number and the amount withheld. The list will include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., moved out of the unit, separation, LWOP, insufficient income during pay period). The employer agrees to reply, within a reasonable period of time, to inquiries from one duly elected officer of the local, concerning the status of a member's

allotment.

Section 6. A member may voluntarily revoke her/his allotment for the payment of dues at any time by submitting a completed SF-1188, Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues, or other written notification of revocation signed by the member, which will be accepted by the Labor Relations Officer when warranted by extenuating circumstances. Revocation, in any case, will not become effective until the first full pay period following March 1. The only exception to this once-a-year revocation period shall occur when an employee, who for the first time elected dues withholding, and within one year requests to revoke this assignment. In such a case, the effective date of revocation shall be the anniversary date of the dues withholding authorization. The Labor Relations Officer will provide the local appropriate notification of the revocation. The duplicate copy of Notice of Revocation, when completed by the member, will be used for this purpose. The employer recognizes the union's right to change the amount of the allotment not more than twice in any twelve month period and, therefore, agrees to implement such change after notification.

Section 7. Management agrees to provide this service without charge to the local or members and to continue this service regardless of contract status as long as the local holds exclusive recognition, unless contrary to appropriate law and regulation.

Section 8. Employees are responsible for initiating action to cancel their dues withholding when they move outside the unit of representation. Management is responsible for effecting dues revocation. Waivers of repayment of erroneously remitted union dues will be processed in accordance with 5 USC 5584 and 4 CFR Part 91.

Article 32

General Provisions

Section 1. **Tools.** If an employee of the unit has her/his tools stolen or damaged by fire or flood or by an accident in which the employee was not responsible, s/he may file a claim for reimbursement under the JAG MANUAL 5800-7.B. Employees who must use tools other than those required by NAECINST 10200.1 (Series) shall have them furnished through the tool crib. Subsequent Competency Aligned Organization related changes in the tool policy will be brought to the union's attention.

Section 2. **Facilities.** The employer agrees to provide and maintain washrooms, showers, and locker facilities adequate for the number of employees in the work area, when required. The employer further agrees to provide a lunch area with tables and benches where possible. A microwave and coffee pot will be permitted to be used when approved by fire and safety regulations.

Section 3. **Safety shoes.** The present practices regarding the issuance of safety shoes to employees in the unit will not be changed unless the union has had the opportunity to negotiate such changes. In addition, any suggestions by the union to improve the current practices will be given serious consideration.

Section 4. **Office space.** The employer will provide office space, heated and cooled in accordance with current station practice. When the union is required to vacate its current space, the employer will provide other space which approximates the square footage currently available to the union. This space shall be accessible to handicapped employees. Specific issues regarding the location and occupants of this space shall be resolved by the Partnership Council and or separate negotiations by the parties. Janitorial service

requirements for union spaces will be included in future janitorial service contracts at no cost to the union. Office equipment and furniture, such as desks, chairs, tables, and filing cabinets will be provided upon request and demonstrated need. Union officials will have use of the agency telephone system (full service) from the union office. The employer will assume the cost of such service. A copy of the telephone bill will be provided to the union. Management may terminate union access to the telephone service if, upon review, there is evidence of improper or excessive usage. The employer will provide the union with a fifteen day advance written notice of its intent to terminate service. The employer will not be unreasonable in administering this provision. The employer will provide a separate telephone line for the union facsimile machine, at no cost to the union.

Section 5. **Bulletin boards.** The employer agrees to designate one-half of each existing unofficial bulletin board for union use. The employer agrees to relocate these boards when the union presents a valid justification for so doing. Moreover, the employer agrees to take corrective measures if the union demonstrates that material has been destroyed or is constantly missing. Notices concerning union recreational and social activities, union elections and their results, and union meetings have blanket approval for posting. Any additional material will be posted only upon mutual consent of the union and the employer. The union is responsible for posting, maintaining, and removing its material.

Section 6. The employer agrees to allow the union to post on the outside of its office, a sign designating "NFFE, LOCAL 284". The employer will post a directional sign indicating "NFFE, LOCAL #284 OFFICE".

Section 7. **Conference room.** The union will be permitted to utilize a NAWCADLKE conference room (when available and not scheduled for official use) for discussions between unit employees and a union official. In addition, consideration will be given to union requests for use of larger facilities, should the need arise. The union official desiring to use official facilities shall be responsible for contacting the person(s) who schedules the use of such rooms.

Section 8. **Mail service.** The internal mail service of the activity shall be available for reasonable use by the union for official communications between the union officers and members of the unit. However, this shall not be construed to mean mass mailings to the membership of general announcements which will normally be posted on bulletin boards as provided herein. The union computer will be connected to the employer's local area network (LAN) with access to electronic mail and other appropriate LAN services.

Section 9.. **Union business.** The employer agrees to give the union notice of application for membership talks and their locations by other labor organizations when authorized by the employer during a challenge period. The employer agrees to list the union office phone number and the work number for the union president and chief steward in the official telephone directory at the time of each update and publishing of the directory. The employer agrees that, on a reasonable basis, the union may utilize the Air Scoop as a vehicle for communication of items of interest to the bargaining unit, subject to the editorial policy and approval of the Commanding Officer or her/his designee. As a result of a management initiated action, requests by the union to hold meetings during working hours may be granted (if found appropriate) upon request to the Labor Relations Officer. All denials will be justified in writing.

Section 10. Management will forward the completed agreement for printing upon receipt of Department of Defense approval and will request a thirty day turnaround from the printing service. Union officials may distribute the printed agreements to bargaining unit employees in accordance with the provisions of Article 4, Section 10. Future amendments of the

contract, if any, will be provided to all unit employees.

Section 11. The employer agrees to provide the union a listing of all unit employees on a periodic basis. The list will contain the name, grade, job title, and organizational unit of the employee and will be in alphabetical order.

Section 12. **Membership drives.** Upon request, and subject to normal security limitations, the union shall be granted authority to conduct up to two membership drives per year. Each drive may involve up to twelve calendar days and may only be conducted before and after duty hours and during the normal lunch period. Union officials conducting the drives shall not be on official time. The union will provide the Labor Relations Officer with a courtesy copy of the literature to be disseminated in connection with the drive.

Section 13. **Parking.** The employer agrees to notify the union and to bargain with the union, upon request, over any changes to current parking policies which affect bargaining unit employees.

Section 14. **Surveys.** The employer agrees to consult the union prior to surveying bargaining unit employees regarding issues related to personnel policies, practices, or procedures and to provide information collected in the survey to the union. (Exception -- surveys developed to improve work processes or customer service or satisfaction.) The union will be included in the distribution of the final report.

Section 15. **Telephone usage**

a. **Authorized usage**

(1) Official business calls are authorized as necessary to carry out the business of the employer.

(2) Other calls deemed in the interest of Government (i.e., authorized personal calls) shall include:

(a) calls to home or doctor if an employee is injured or becomes ill at work;

(b) calls made by an employee traveling on Government business whenever s/he is delayed by business or transportation problems and calls to notify family;

(c) brief calls home by an employee who is traveling on business in the United States

provided that not more than an average of one call per day is made;

(d) calls from an employee required to work overtime without advance notice and calls within the local commuting area, (i.e., the New Jersey counties of Ocean, Burlington, and Monmouth) to advise family of the change in schedule or to make alternate transportation or child care arrangements;

(e) a brief daily call by an employee to a location within the local commuting area (i.e., the New Jersey counties of Ocean, Burlington, and Monmouth) to speak to a spouse or minor children or those responsible for the children;

(f) brief calls to locations within the local commuting area (i.e., the New Jersey counties of

Ocean, Burlington, and Monmouth) that can be reached only during working hours, such as a local government agency, bank, or physician; or

(g) brief calls to locations within the local commuting area (i.e., the New Jersey counties of Ocean, Burlington, and Monmouth) to arrange for emergency repairs to home or auto.

Any additional calls must have prior supervisory approval.

b. Authorized personal calls, as described above, shall be permitted when:

(1) they do not adversely affect the performance of official duties by the employee or the employee's organization;

(2) they are of reasonable duration and frequency; or

(3) they could not reasonably have been made at another time.

If possible, all such calls shall be made during lunch, breaks, or other off duty periods.

c. **Toll/long distance calls.** Personal toll calls, (i.e., calls within the local commuting area which are not "authorized" calls as described above) or long distance calls which **can only** be made during business hours may be made over the employer's phone system when:

(1) they are charged to the employee's home phone number or other non-Government number;

(2) they are made to an 800 toll free number;

(3) they are charged to the called party if a non-Government number (i.e., a collect call); or

(4) they are charged to a personal telephone credit card; **and when:**

(a) they do not adversely affect the performance of official duties by the employee or the employee's organization;

(b) they are of reasonable duration and frequency; and

(c) they could not reasonably have been made at another time.

d. **Unauthorized calls** shall be subject to reimbursement by the employee making such calls. It should be noted, however, that unauthorized calls, even if made with the intent of reimbursing the Government, may subject the employee to corrective action.

e. **Telephone log.** Each employee shall maintain a log of **all** authorized personal calls, as defined above. The log shall include the telephone number called, the date, and a reason code which shall correspond to the types of calls authorized above. The log will be provided by the employer.

Section 16. **Tape recorder.** The use of a tape recorder (as an extension of memory only) may be authorized when agreed upon by both parties as a means of establishing a transcript

of labor-management meetings.

Section 17. The employer agrees to continue to offer the part-time employment program. This program may be expanded to encompass job sharing if an employee's needs so indicate.

Section 18. **Smoking.** There will be **no** smoking in station buildings (DoD Directive 1010.15 of 7 March 1994) or Government owned/leased vehicles (DoD Directive 1010.10 of 11 March 1986). The employer agrees to designate outdoor smoking areas which:

- a. are, when possible, reasonably accessible to employees;
- b. provide a measure of protection from the elements; and
- c. are located away from common points of ingress/egress to the workplace.

All designated smoking areas will be outdoors. In an effort to ensure that the above criteria are met, a joint management/union team will conduct a survey of station buildings to determine where smoking may take place. The team will consist of an employer representative, a union representative, and the designated building manager.

Section 21. **Child care.** Child care will be provided in accordance with existing policies and practices. (See OPNAVINST 1700.9C of 13 December 1989.)

Section 22. The parties have an obligation to ensure that all management and union officials are made aware of their obligation to comply with the terms of this agreement.

Section 23. Personnel engaged in dirty work will be allowed reasonable time, as determined by the employer, for cleaning up the work area and for personal hygiene at the end of each work day.

Section 24. The union will receive a copy of the TQL Newsletter on a quarterly basis.

(a) Should gainsharing be considered in the future, the employer agrees to participate with the union in the development of the gainsharing program.

Section 25. Normally, no more than 80 hours of compensatory time can be carried over from year to year. However, bargaining unit employees will be permitted to carry over a maximum of 160 hours in any one year upon a determination by the employer that such would be in the best interest of the command.

Article 33

Pay and Leave Statements

Section 1. The parties agree to be bound by the policies of the DFAS with respect to check replacement/employee pay shortages. The employer will assist any employee who does not receive a paycheck on time to the maximum extent possible. When paychecks are delayed or lost in the mail replacement checks will be issued by the DFAS (normally not later than the Wednesday following the employee's regular payday). Employees must notify the DFAS liaison office at Lakehurst of non-receipt in writing on the appropriate form. This form is only

available from the DFAS liaison office.

Section 2. Where an employee receives a paycheck which is less than ninety percent of her/his actual pay entitlement, the DFAS, upon receipt of written notice as above, will process a special pay (excluding overtime pay). The DFAS will process a special pay request within two workdays of an employee's request for the same. Pay shortages involving overtime entitlements will be satisfied not later than the next regular payday.

Section 3. When the employer is required to adjust an overpayment of salary or wages in excess of twenty dollars, s/he shall notify the employee in writing. Salary deductions (repayments), when permitted by regulation and requested by the employee, must result in liquidation of the indebtedness within one year or as specified by the Navy Comptroller Manual.

Section 4. Leave and Earning Statements will normally be mailed during the week of payday. Those whose paychecks are directly deposited in a bank will still be mailed a Leave and Earnings Statement.

Article 34

Police Officers

Section 1. Hours of work for police officers assigned to police duties will be eight and one-half hours per day. The duties will include receiving or turning in weapons and equipment, receiving instructions, and undergoing inspection. Employees shall have no designated lunch break, but will be permitted to eat lunch on the clock. The shift supervisor will normally approve the lunch break.

Section 2. When possible, the basic workweek will consist of five consecutive work days of eight and one-half hours each. Any time over eight hours in a day will be compensated as overtime in accordance with applicable laws and regulations.

Section 3. **Tours of duty/assignment of work.** All tours of duty will be established and changed in accordance with appropriate laws and regulations. The current tours of duty consist of two consecutive administrative workweeks. An administrative workweek is defined as a period of seven consecutive calendar days. Each workday is divided into the following shifts:

0630 - 1500

1430 - 2300

2230 - 0700

It is agreed that the DoD police officers shall be assigned to one of three work shifts, consistent with security requirements. Employee preference shall be considered for vacancies on the basis of seniority. For the purpose of this article "seniority" shall be defined as longevity of service as a Police Officer within the NAES Police Branch. The employer will endeavor to rotate job assignments fairly.

The parties agree in principle to the concept of shift exchanges among police officers. The parties agree to meet to jointly develop a mutually acceptable procedure for implementing

this concept.

Police Officers will normally be assigned to work within the parameters of their position descriptions. However, police officers will not be permanently assigned to dispatcher duties. If workload requires recurrent assignment of dispatcher duties to police officers, the union will be notified. The union may then exercise its rights under Executive Order 12871 and Article 2, Section 1.c. of this contract, as it deems necessary.

Section 4. Whenever practicable, all changes to existing tours of duty or establishment of new tours of duty will be clearly posted on the official bulletin board in the squad room one calendar week in advance and shall continue for the duration of the need for the tour of duty. The parties recognize that tours of duty may be changed without an advance notice period when such a notice period would seriously handicap the activity in carrying out its function or substantially increase cost.

Section 5. Verbal orders that deviate from standard operating procedures (SOPs) or regulatory requirements will be documented on the vehicle patrol sheet by a supervisor.

Section 6. Circumstances that require employees to be held three hours beyond the conclusion of a work shift shall be just cause for the supervisor of the shift to authorize the employees the opportunity of obtaining food. In addition, the employer shall provide employees with the opportunity to telephone their families at no expense to the employee.

Section 7. **Training.** When training is required by law or regulation management agrees to provide said training and to consider the input of the union concerning the content of training and the needs of individual police officers which will be identified by completion of an Individual Development Plan. Management, the union, and the police officers will consider the standards issued by the New Jersey Police Training Commission when requesting or approving training. To improve every police officer's productivity, efficiency, job satisfaction, and the overall competence of the work force, training shall be provided based on need and availability. Seniority shall be considered by management as a tie-breaker when two or more employees need training which becomes available.

Section 8. A multi-purpose room will normally be made available for training and report writing (when not otherwise in use). It may also be used for personal reasons when available, requested, and approved. Audio-visual equipment, when required and approved for training purposes, will be made available through a management designated coordinator.

Section 9. Police Officers shall have available a washroom, lunchroom with tables, chairs, and an area to place small appliances. Showers will be made available on base. Police officers will have available a wall locker that is securable and an adequate locker-room facility. Two fifteen minute rest breaks will be allowed during the work day. Officers will remain in a duty status and be prepared to respond to any emergency. A radio will be allowed in the break room.

Section 10. The building housing the Security Department shall have a sign on the exterior prominently identifying same as "Department of Defense Police, NAES, Lakehurst, New Jersey."

Section 11. **Vehicle maintenance.** All marked police vehicles will be equipped with: emergency lights, mobile radio, spot light, shotgun racks mounted in the front seat area,

rechargeable flashlights, fire extinguisher, first aid kit, blanket, flares, and base grid map.

Police vehicles shall be washed and maintained in a safe and serviceable condition in accordance with the General Services Administration contract. When police officers volunteer to wash vehicles, police officers shall be provided appropriate clothing.

Section 12. Police vehicles will be marked with "DoD Police" emblem and "NAES" on doors and the police emergency phone number will be displayed on the vehicle.

Section 13. **Clothing allowance and equipment.** The employer agrees that all DoD police officers shall be entitled to an allowance for clothing in accordance with applicable rules and regulations. Beginning 1 October 1994, the employer agrees that all DoD police personnel in the bargaining unit will receive an annual clothing allowance automatically adjusted to the maximum amount authorized by law or Government-wide regulation (i.e., \$400.00) on a yearly basis. In addition, the employer agrees to provide:

- a. NAES DoD Police collar insignia;
- b. DoD Police patches;
- c. one Police badge (management will provide a supplemental badge if funds become available);
- d. combination police coat;
- e. police type rain coat with hat cover;
- f. foul weather boots (vinyl model slicker pull over knee boots);
- g. Government-issued sidearm and shotgun;
- h. police type windbreaker jacket (one-time issue);
- i. handcuffs and holder;
- j. PR-24 and holder (when certified);
- k. full leather gear, belt, holster, ammo pouches, radio case, and key holder.
- l. bulletproof vest;
- m. safety shoes (Reimbursement for safety shoes shall be accomplished in accordance with the station instruction. The employer will ensure copies of the applicable instruction are provided to the union and to managers/supervisors who have employees with safety shoe requirements.)
- n. white gloves for summer and safety orange thermal gloves for winter;
- o. safety orange colored traffic vests;

- p. blue coveralls with "Police" marked across the back (made available when needed);
- q. breath of life mask for rendering CPR;
- r. police chrome whistle and holder; and
- s. two name plates.

Section 14. **Reference material.** The employer will assure that SOPs will be established in accordance with applicable laws and regulations and will consider input from police officers. DoD police officers will have access to up-to-date reference materials required by appropriate laws and regulations.

Section 15. **Overtime.** Generally, the employer agrees to give employees 24 hours advance notice when overtime is required unless the employer is prevented from doing so by reason of urgent or unforeseen circumstances. The employer will consider a substitute employee for an overtime assignment if the substitute is identified by the requestor, available for the overtime assignment, willing to work, and qualified for the work assignment. The assignment of overtime will be accomplished as outlined in the SOP covering overtime. The overtime roster will be retained in the Lieutenant's office for anyone to review.

Section 16. **Seniority.** For the purpose of this article, seniority shall be defined as longevity of service as a Department of Defense (DoD) police officer within the Police Branch. A seniority roster shall be kept up to date by the employer and made available to the union upon request.

Section 17. **Police authority.** It is the mutual concern of the employer and the union that proper protocol is provided by the police while performing their functions. The employees as DoD Police Officers of NAES, are empowered to enforce all applicable laws and regulations as required by their position descriptions and mission statements. In this regard, the police are authorized to apprehend without a warrant any person (military or civilian) who commits a felony, misdemeanor, or summary offense. A map will be posted in the squad room showing the proprietary boundaries of the base.

Section 18. Whenever a DoD Police Officer is sued civilly or charged with a violation of local or state criminal law as a result of the performance of their official duties, the activity will fully cooperate with the Department of Justice in any legal representation provided by that Department.

DoN actions shall be governed by the Federal Employee Liability Reform and Tort Compensation Act of 1988.

Article 35

Performance Appraisals

Section 1. This article describes for informational purposes the Performance Appraisal Review System (PARS) as it applies to the employees of the bargaining unit. The particulars of the system are contained in DoN regulations and supplemented by activity policy instruction 12430.1. This instruction, while subject to revision, will only be revised in accordance with the provisions of Article 2. Section 3.

Section 2. All employees will be evaluated annually under a performance appraisal system

that includes the establishment of performance standards and the identification of critical elements of the employee's position which will permit the accurate evaluation of job performance on the basis of objective criteria directly related to the job being performed.

Section 3. A performance element is any major component of a job (duty, tasks, requirement, responsibility, or objective) for which an employee is held accountable. The parties agree that performance elements identified for the performance appraisal program must be objective, positive, result-oriented, and related to the official duties which are clearly reflected in the position/job description. For the purpose of this agreement a critical performance element (CPE) is an element so important to the position that failure to perform the element at the fully successful level (Level 3) would necessarily result in a requirement to take corrective action as provided for in 5 USC 4302(b)(6).

Section 4. **Element Rating Levels**

a. Definitions of the element levels are provided below. Definitions serve as a guide to determine the element rating. They are not used as performance standards. Element ratings are defined as follows when performance standards are written at the Fully Successful (FS) level only.

Ratings Definitions

Above Fully Successful (AFS) Work accomplishments exceed the FS criteria, depicting unusually good or excellent quality or high quantity of work provided ahead of schedule and with less than normal supervision.

Fully Successful (FS) Work accomplishments are of good quality. The individual produces the expected quantity of work. Results are in consonance with policy and schedules of work completion are met.

Below Fully Successful FS Work accomplishments fail to meet the standard and the individual needs improvement to reach that level. A detrimental effect on the organization's success in (BFS) accomplishing work assignments is recognized. There is a need for closer supervision, correction of work results and remedial training.

b. The following definitions are used when performance standards are written at the FS level:

Rating Definition

Outstanding (Level 5) Rated AFS on all critical elements and made significant contributions to the organization's mission.

Exceeds Fully Successful (Level 4) Rated AFS on the majority of critical elements.

Fully Successful (Level 3) Rated at least FS on all critical elements.

Minimally Successful (Level 2) Rated BFS on one or more critical elements but did not fall below the MS standard on any element.

Unacceptable (Level 1) Failed to meet the MS standard on one or more critical element.

Section 5. **Discussion of performance elements and standards with employee**

- a. During October, the first month of the appraisal cycle, or within thirty days after an employee enters a new position, the immediate supervisor will issue a copy of the rating form to the employee for review. The employee and supervisor will discuss performance expectations to ensure mutual understanding of the critical elements and standards. Misunderstandings resulting from the discussion will be resolved by the next higher level of supervision.
- b. After the discussion and the resolution of any misunderstanding, the employee, supervisor, and reviewer will sign the performance appraisal form indicating that the elements and standards have been discussed and are understood.
- c. When group meetings are held to discuss critical elements or performance standards, a union representative will be formally invited to attend.

Section 6. **Reviews**

- a. Progress and special reviews require consultation and signature of the second level supervisor only when an employee's performance is considered less than fully successful (level 3) or when critical performance elements and/or standards require modification.

(1) **Progress reviews:**

- (a) will generally be held by the end of April. (This review is established for the supervisor to discuss performance with the employee.);
- (b) must be held if the employee's performance has fallen below the fully successful (level 3) (The supervisor must indicate in writing what corrective action should be taken to amend the situation.); and
- (c) must be held at any time during the appraisal cycle when an employee's performance falls below the minimally successful level defined in Section 4.

- (2) **Special reviews.** Whenever conditions arise that could cause a change in one or more critical performance elements/standards, a special review should be held and may be initiated by either the immediate supervisor or employee. Misunderstandings will be resolved as defined in Section 5.a.

Section 7. **Rating performance.** The supervisor of record as of 30 September will complete the annual performance appraisal summary rating. In the event this supervisor has not observed the employee's performance for the required ninety days, s/he may consult with the former supervisor(s) or the reviewer (so long as the employee remains in the same line of work at the same grade level). Should this not be possible, the rating may be deferred for a maximum of ninety days.

- a. **Summary rating.** The appraiser will enter the appropriate overall rating in the block marked "Rating of Record" on the performance appraisal form. Recommended ratings will require the endorsement of the department or office head prior to the discussion of the rating with the employee. After agreement on the summary rating to be given to the employee, the form is to be signed by the rater, reviewer, and employee. Signature by the employee does not imply agreement with the rating, but merely that the rating has been discussed with the employee. If the employee refuses to sign the form, the rater should note that the rating has

been discussed with the employee and that the employee refused to sign.

Section 8. If an employee's performance appraisal shows overall performance less than fully successful but not unacceptable for any one or more CPEs, action must be initiated to withhold the employee's within grade increase. In this regard, as well as at any time the employee's performance is deemed minimally successful, the employee will be notified in writing of:

- a. the aspect of performance in which the employee's service falls below an acceptable level; and
- b. what s/he must do to bring her/his performance up to an acceptable level.

The employee shall be given adequate opportunity to improve her/his performance. Usually the warning period will not exceed ninety calendar days, but will be at least a minimum of thirty calendar days. During the warning period management will make an effort to assist the employee in improving her/his performance to the required fully successful level (level 3). Such effort may include counseling, remedial training, or more direct supervision.

Section 9. **Unacceptable performance**

a. **Warning requirements.** No employee may be rated an unacceptable in one or more critical elements without a written warning and a reasonable opportunity to demonstrate improvement to at least fully successful (level 3). The warning letter must inform the employee specifically and in detail how her/his performance in one or more critical elements is unacceptable and how he/she may improve her/his performance to the fully successful level within a specific time frame. Two copies will be given to the employee, who may give a copy to the union. If the employee's performance does not improve with the proper training when appropriate to at least minimally successful level within a reasonable amount of time, appropriate action must be taken to reassign, reduce-in-grade, or remove the employee as per 5 USC 4302. Usually, the reasonable period of time will not exceed ninety calendar days, but will be at least a minimum of thirty calendar days.

b. **Termination of warning.** A performance warning expires at the end of the time frame shown in the warning letter.

Section 10. **Actions based on unacceptable performance**

a. Where subsequent to the warning period the employee's performance is unacceptable and where the employer proposes to remove or reduce the grade of an employee for unacceptable performance, the employee will be entitled to a thirty calendar day written notice of the proposed action based on unacceptable performance. The notice of proposed action will include:

- (1) the critical elements and performance standards of the position which the employee failed to meet;
- (2) a description of how the employee failed to meet those critical elements and performance standards;
- (3) a statement on how the supervisor sought to help the employee meet those critical elements and standards;

(4) notice that the employee has ten calendar days to respond orally and/or in writing to the notice of proposed action for unacceptable performance and the name of the deciding official to whom the reply should be made;

(5) statement that the employee has a right to a representative; and

(6) statement that the employee is entitled to a written final decision on the proposed action.

b. The employee is entitled to a final written decision which will specifically address relevant rebuttal from the employee and will give a general response to non-job-related subjects raised by the employee, and the reason(s) for the decision.

Section 11. Performance appraisals used as basis for making personnel management decisions:

a. **Within-grade increases.** Prior to the date an employee is eligible for a within grade increase the employer will review the work of the employee, except as provided herein. When a supervisor's review leads to the conclusion that the employee's work is not at an acceptable level of competence (less than fully successful) the supervisor will provide the employee, in writing, at least sixty calendar days before the employee is eligible for the within grade increase, the following:

(1) an explanation of those aspects of performance in which the employee's service falls below a fully successful level;

(2) advise as to what the employee must do to bring her/his performance up to the acceptable level;

(3) a statement that her/his performance may be determined as being at the unacceptable level of competence unless improvement to an acceptable level is shown; and

(4) a statement that s/he has sixty calendar days, based on the notice given above, to bring her/his performance up to an acceptable level.

In cases where an employee is given notice on or before her/his due date, but less than a full sixty days prior to the due date, the within grade increase will be retroactive to the original due date, if the employee reaches an acceptable level of competence by the end of the specified remedial period.

b. Promotions

(1) **Career.** Performance appraisals will be used, among other factors, as a consideration in determining promotions. An employee will not be recommended for a career promotion unless s/he is performing at the fully successful level, or better, on all critical performance elements.

(2) **Competitive.** Performance appraisals will be considered among other factors to the extent that an employee's present position is similar to the position for which s/he is being considered.

c. **Awards/rewards based on performance.** An overall evaluation of outstanding or exceeds fully successful is not an award. It is strictly the supervisor's evaluation of an

employee's performance over a given period of time. An employee who has performed in an "exceeds fully successful" or "outstanding" manner during the rating period may be an appropriate candidate for a performance award. An employee who receives an outstanding rating may be an appropriate candidate for a quality step increase (QSI). However, since awards are discretionary management actions, the availability of funds, the number of other high level performers in the unit, and other agency criteria affect the granting or failure to grant an award to an employee in any given year. Normally all performance awards will be presented to employees before their fellow workers. Rewards, on the other hand, are non-monetary forms of recognition for performance.

(1) Quality step increases (QSIs) are designed to recognize or to reward an employee who performs (on a continuing basis) the most important function of her/his job in a manner that substantially exceeds normal requirements. Factors which may affect the decision to grant a QSI include, but are not limited to, performance ratings rendered under this appraisal system, other cash or honorary awards received, and how recently the last QSI increase was awarded.

d. **Training.** The performance appraisal system must be used as one of management's tools for making decisions regarding employee training.

e. It is agreed that while an employee is in a trainee status, the employee will not be evaluated at the full scope of the target level position.

Section 12. **Appeals and grievances.** An employee is entitled, upon request, to a union representative from the time a letter of proposed action is being presented to the employee through the completion of the action.

Section 13. The parties agree to renegotiate this article in the event the DoN approves a new performance management plan(s).

Article 36

Drug Free Workplace

Section 1. The agency will circulate information bulletins to all employees. Bargaining unit employees occupying testing designated positions may present questions to the Drug Program Coordinator on an individual basis should questions exist after review of the employee education package. The employee may have a union representative present upon request.

Section 2. An individual selected for random testing shall be notified 30-45

minutes prior to the scheduled testing. Management will notify the employee that he/she is under no suspicion of taking drugs and that the employee's name was selected randomly.

Section 3. If the urine sample is to be provided off base, the employer will provide transportation to the site. Travel to and from the collection site will be on administrative time. If the sample is to be provided on base, the employee will be permitted to use base transportation, upon request.

Section 4. If a test result is positive and the employee does not wish to challenge its findings, the employer will provide her/him access to the Civilian Employee Assistance Program. If the employee chooses to participate in the program another urinalysis will be conducted

following a reasonable period of time to be determined in conjunction with representatives from the treatment and rehabilitation service program.

Section 5. Reasonable suspicion testing will be substantiated by a written statement which will include, at a minimum, 1) who was involved; 2) what occurred; 3) who witnessed the occurrence; 4) the time and date of the occurrence; and 5) the place of occurrence. The statement will give an accounting of all details relied upon by management for ordering a reasonable suspicion test. All witness statements relied upon by management to order a reasonable suspicion test will be included with the documentation described above.

Section 6. If collection site personnel believe an individual has altered or substituted a specimen, the Collection Site Coordinator will notify the Drug Program Coordinator who in turn will notify the supervisor of the need for a reasonable suspicion test and the reason therefore. A written notice will be provided to the individual.

Section 7. Under no circumstances shall a reasonable suspicion test be used as a punitive measure.

Section 8. The union shall be given copies of all laboratory proficiency results.

Section 9. Upon request an employee is entitled to union representation at the specimen collection site for random testing only. The representative shall be permitted to observe collection procedure described in Section 2.2 of the HHS Guidelines, but will not be allowed in the rest room while the specimen is collected. The union shall designate one representative and an alternate for specimen collections. Only one of those persons will be permitted at the collection site at any one time. The union representative is permitted to remain at the collection site for up to 30 minutes if an employee is unable to provide a sufficient volume for the specimen within the normally allotted time period. The union representative designated for collection site representation will be briefed by the national office of NFFE on the collection site procedures to include collection site personnel roles and responsibilities, chain of custody procedures, and the union's role at the collection site. The national office will notify the DPC in writing when this briefing has been concluded. Access to the collection site is contingent upon receipt of this notice.

Section 10. Upon request, an employee with a positive test result shall be entitled to union representation at any meeting between the employee and an agency representative concerning the test result. The right to union representation shall extend to meetings with the Medical Review Officer (MRO), but this does not guarantee a face-to-face meeting with the MRO. The purpose of the meeting with the MRO is to allow the MRO to obtain sufficient information to determine if the positive test result should be confirmed.

Section 11. Employees will have an opportunity to provide documentation supporting legitimate usage to the MRO upon positive test result. This documentation shall be presumed to constitute a valid explanation of the positive test result. However, the MRO is free to find there is not a legitimate medical explanation when s/he determines that the evidence justifies that finding.

Section 12. The employer will provide the union a list of the names of all bargaining unit employees randomly tested under the Drug Free Workplace Program within 28 days after the test date. Should an employee get a deferral from a random test, the employee's name will be sanitized from the list. The number of non-unit employees who were randomly tested will also be shown on the list.

Article 37

Duration and amendments

Section 1. **Effective date and term.** This agreement shall remain in effect for three years from the date of approval by the Department of Defense. At least sixty but not earlier than one hundred and five days prior to the expiration date of this agreement and provided the agreement has not been terminated at an earlier date, representatives of the employer and the union shall meet for the purpose of commencing the negotiations of a new agreement. However, this agreement may, at the expiration of the third year from the date of its approval be re-executed by mutual consent (so long as it is brought into conformance with applicable laws and regulations as exist at the time) provided that written notice is given by either party to the other at least sixty days but not more than one hundred and five days prior to the expiration of the three year period. Re-execution shall be in three year increments.

Section 2. **Amendments and supplemental agreements.** This agreement may be opened for amendment or supplementation (see glossary) by mutual consent of the parties upon a showing of need, as evidenced by changes in law or Government-wide regulation substantially affecting the terms and conditions of this agreement. The request shall be in writing and must be accompanied by a summary of the proposed amendment(s) or proposed supplement(s). Representatives of the employer and the union shall meet within twenty-one calendar days after mutual consent has been reached to reopen the agreement for amendment or supplement and negotiations shall be limited to those proposals covered in the summary. Agreement shall be evidenced by written amendment or supplement duly executed by both parties. Any amendment or supplement to this agreement is subject to approval by the Department of the Defense. Amendments to the agreement shall be reproduced by the employer and distributed to all employees in the unit.

Section 3. **Termination of agreement.** This agreement shall be terminated on the date of its third anniversary but the employer and the union agree to continue under the provisions of this agreement until a new agreement has been negotiated. Termination of this agreement will not, in and of itself, terminate the exclusive recognition granted by the union, nor its right to the allotment of dues.

Request for Official Time

Download NAES 12711/2 (New 10/95) Form

Employees are permitted to contact their shop stewards to advise them of their concern(s). This informal meeting should not exceed ten minutes). This form is required for shop stewards, employees, and officers of the union when they have to leave the immediate area or must go to locations outside of the cognizance of the immediate supervisor. Normal day to day employee consultations with shop stewards will not require use of this form.

Union representatives, elected officials, and/or employees will notify their supervisors of the need to work on labor relations functions and obtain from their supervisors a general time when they could be made available. The requester will provide an estimate of the time required to conduct the business and arrange for the meeting through any means acceptable to the supervisors. All time used by representatives on official business will be documented on this form. Supervisor will insure that this form is completely and properly filled out with a copy provided to the requester, the Labor Relations Officer, and if desired, to the supervisor's file. Failure to completely fill out this form may result in disapproval of the time required.

Members of the Negotiating Team

Union:	Employer:
<u>/signed/</u> JAMES DAVIS Chief Negotiator	<u>/signed/</u> VINCENT MCINTYRE Chief Negotiator
<u>/signed/</u> GREGORY KENEN Member	<u>/signed/</u> CHARLES MINK Member
<u>/signed/</u> LEROY WRIGHT Member	<u>/signed/</u> ALEXANDER SAMUELIAN Member
<u>/signed/</u> ROBERT PELLETIER Member	<u>/signed/</u> PATRICK BREAUX Member
<u>/signed/</u> PATRICK LLOYD Member	<u>/signed/</u> CHARLES ADLER Member
	<u>/signed/</u> EDWARD HICKSON Commander (SC), USN(Ret) Member

In witness whereof, the parties hereto have entered into this agreement on this 31st day of October 1995.

For National Federation of Federal Employees, Local #284:

/signed/
GREGORY KENEN
President

For Naval Air Engineering Station Lakehurst:

/signed/
LEROY FARR, CAPTAIN, US NAVY
Commanding Officer

For Naval Air Technical Training Center Detachment:

/signed/
DAVID L. KENNEDY, LCDR, US NAVY
Officer-in-Charge

Approved by The Secretary of Defense on 30 November 1995 to be effective 30 November 1995.