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AGREEMENT
Between The
NAVAL POSTGRADUATE SCHOOL
and
NAVAL SUPPORT ACTIVITY MONTEREY BAY
Monterey, California
and the
NATIONAL FEDERATION
of
FEDERAL EMPLOYEES
Local 1690

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Article 1

PREAMBLE

This agreement constitutes a negotiated contract between the Naval Postgraduate School (NPS) and Naval Support Activity Monterey Bay (NSR1B) hereinafter referred to as the "Agency", and the National Federation of Federal Employees, Local 1690, hereinafter referred to as the "Union", and collectively known as the "parties". This agreement will be applicable uniformly throughout the Units, as defined in Article I, following and as hereinafter referred to as the "Units".

The purpose of this agreement is to promote a harmonious relationship and a spirit of partnership between the Agency and the employees in the Units. The parties agree that cooperative relationships between the Agency and the Union are beneficial, contributing to the operating efficiency of NPS and NSANB and the well-being of the employees. Therefore, Unit employees are afforded the opportunity for representative participation in the formulation and implementation of policies and procedures affecting their employment, benefits, and working conditions.

Now, therefore, the parties hereto agree as follows:

Article 2

RECOGNITION

Section 201. Union. The Agency recognizes that the Union is the exclusive representative of all employees in the Units and the Union recognizes the responsibility of representing, without regard to Union membership, the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express provisions set forth in this agreement.

Section 202. Covered Employees. The Units to which this agreement is applicable are composed of all nonprofessional general schedule and wage grade employees of the Naval Postgraduate School and Naval Support Activity Monterey Bay, Monterey, California. Specifically excluded are professional employees, management officials, supervisors, casual hires, firefighters, nonappropriated fund employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Article 3

DEFINITIONS

The following definitions of terms used in this agreement and/or in other documents relating to this agreement will apply:

Act (or CSRA): The Civil Service Reform Act of 1978.

Agency: NPS and NSAMB.

Amendment: A change in the existing provision(s) of the agreement.

Consultation: A communication and exchange of views with the intent of agreeing on matters of mutual interest. It will occur as the need arises, normally before formulation of any significant personnel policy or procedural change affecting working conditions, except in emergency situations.

Day: Calendar day.

Detail: The temporary assignment of an employee to a different set of duties for a specified period, with the employee returning to his or her regular position at the end of the detail. Technically, a position is not filled by a detail; the employee continues to be the incumbent of the position from which detailed.

Grievance: Any complaint by a Unit employee concerning any matter relating to the employment of the employee; a complaint by the Union concerning any matter relating to employment of a Unit employee; or a complaint by a Unit employee, the Union, or the Agency concerning the effect of interpretation or a claim of breach of this agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

Management Official: An employee having authority to make, or to influence effectively the making of, policy necessary to the Agency with respect to personnel, procedures, or programs.

Negotiability Dispute: A disagreement between the parties on the negotiability of an item.

Negotiation: Bargaining by representatives of the Agency and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices in the Units with the view toward arriving at a formal agreement.

Position description: An official written statement of the major duties, responsibilities, qualification requirements and supervisory relationships of a position or job.

Shall: Used interchangeably with "will." Both mean mandatory compliance.

Supplement: An addition to the existing agreement by virtue of a new article or a new section to an existing article on a matter not covered elsewhere in the agreement.

Union-Management Meetings: Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.

Union Official and/or Union Representative: Any accredited National Representative of the Union, the duly elected or appointed officials of the local Union including Stewards appointed in accordance with the provisions of this agreement.

Unit: A grouping of employees found to be appropriate under the Act for the purpose of collective representation by a labor organization in dealing with the Agency under exclusive recognition.

Unit Employees: The term applicable to personnel assigned to the organizational unit defined in Section 202 of this agreement.

Will: Used interchangeably with "shall." Both mean mandatory compliance.

Article 4

ARBITRATION

Section 401. Definition. If the Agency and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Agency or the Union within 30 days after issuance of the final decision, will be submitted to arbitration. Letters of Caution are not grievable and therefore not arbitrable. Arbitration may be invoked only by the Union or the Agency.

Section 402. Timeliness in Arbitrator Selection.

a. Within five days from the date of the request for arbitration, the parties will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons qualified to act as arbitrators. The parties will meet within three days after receipt of the list to select the arbitrator.

b. If they cannot mutually agree upon one of the listed arbitrators, the Agency and the Union will each strike one arbitrator's name from the list and will then repeat this procedure until one person remains who will be the duly selected arbitrator. All time limits prescribed in this article may be extended by mutual agreement of the parties.

c. FMCS will be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator.

Section 403. Fees. Hours. The arbitrator's fee and allowable expenses and travel pay will be borne equally by the Union and the Agency. The arbitration hearing will be held, if possible, on the Agency's premises during regular day shift hours of the basic workweek. NPS/NSANB employees participating in the hearing will be on official time if otherwise in a duty status. Witnesses possessing information pertinent to the grievance may be called as approved by the arbitrator. Pursuant to 5 USC 5596, the arbitrator will have authority to award reasonable attorney fees in accordance with standards established under 5 USC 7701.

Section 404. Arbitrator Responsibilities. The arbitrator will arrange a mutually satisfactory time to hear the grievance, at which time both parties will appear and present testimony orally and/or in writing. The arbitrator will be in complete charge of the hearing. The arbitrator will be requested to furnish his or her report to the Agency and to the Union as soon as possible after conclusion of the hearing.

Section 405. Ability to Bind. In all matters, arbitration will be binding on the parties, except that either party may file an exception to the arbitrator's award as provided by the Civil Service Reform Act.

Section 406. Arbitrator Authority. The arbitrator will have jurisdiction and authority to interpret the bilaterally negotiated provisions of this agreement and to apply it to the particular case under consideration. The arbitrator will not have authority to add to, subtract from, or modify the terms of this agreement.

Article 5

COMMITTEES AND BOARDS

Section 501. Union Participation. Union participation on committees in which the Union has a legitimate concern and can make constructive contributions is recognized as beneficial. As a minimum, the Union will serve on the Safety and EEO committees.

Section 502. Union Notification. The Agency will notify the Union in writing of all official committees or boards which deal with matters affecting working conditions of Unit employees.

Article 6

CONTRACTING OUT

Section 601. General

- a. The Agency will follow the principles outlined in this article when making decisions on contracting out work.
- b. The Agency agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining units. The Agency agrees to comply with the provisions of Federal Acquisition Regulation 48 CFR Section 7.3 et seq., OMB Circular A-76, this agreement, and other applicable laws, rules and regulations concerning contracting out.
- c. The Union will be notified at least 30 days before beginning a cost-comparison study for any contracting out of work or a decision to contract out work that may affect employees. The Agency agrees to consider any timely input from the Union as to how work and materials could be reorganized in a more efficient manner. These views will be used during the cost-comparison study and in developing the Performance Work Statement (PWS).

Section 602. OMB Circular A-76

- a. When an A-76 cost study is being conducted and when an advisory/steering group is established, the Agency will invite a Union representative to participate.
- b. The Union will be invited to participate in any training sessions on preparation of a commercial activity review.

Section 603. Union Notification. The Agency will inform the Union of plans for proposed contracts, including personal services contracts, where formal bids or proposals are solicited, or negotiated contracts that may affect the bargaining units.

Section 604. Management Study - Streamlining

- a. To ensure cost savings and efficiency, the Agency may find it appropriate to do cost-comparison studies for all work performed by employees before bid solicitations are offered or contracts are negotiated with private contractors. Such studies should indicate cost savings or other benefits as described in ONE Circular A-76.
- b. When cost-comparison studies involve discussion with employees, the Union will be given an opportunity to be present.
- c. On request, the Agency will give the Union a copy of performance indicators and job analyses. Unless it is confidential information that cannot be released prior to bid opening until made public, upon request, the Parties will meet and clarify the details of the proposal.
- d. The Agency agrees to consult with the Union on a regular basis, as agreed to between the parties, during the development and preparation of the PWS.
- e. The Union will normally have 30 days from the date the data were given or a meeting was held to propose streamlining Options.

Section 605. Information Availability Upon request, the Agency will make available to the Union, as a minimum, the following information (subject to contracting laws, regulations)

- a. annual procurement plans including updates;
- b. bid solicitation; invitation for bid, or request for proposal;
- c. contract specifications;
- d. correspondence from higher authority directing the cost study;
- e. correspondence from Department of Labor regarding certification of a wage rate;
- f. the PWS;
- g. all changes to the PWS;
- h. bid abstract (including Government estimate after bid Opening);
- i. statement of work; and
- j. bid results, awarding dates, and time frames for implementation.

Section 606. "Walk-throughs" The Agency will provide an opportunity, upon request, for a Union representative in the "walk through" by bidders of the function undergoing a cost study.

Section 607. Bid Openings. The Union will be given the opportunity to attend public bid openings and review in-house estimates after the bid opening.

Section 608. Right of First Refusal The Agency recognizes the "right of first refusal" required by OMB Circular A-76, that provides that the contractor will grant those Federal employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal, because of displacement due to contracting out, shall not deny a unit employee of any rights he or she might otherwise have under applicable RIF procedures.

Section 609. Appeals. The Union may appeal compliance with A76 in accordance with the procedures set forth in FSM 1312 and ONE Circular A-76.

Section 610. Grievances. The Union has the right to grieve contracting out determinations in accordance with current case law at the time the determination is made.

Section 611. A-76 Inventory. The Agency will provide the Union with a copy of the A-76 inventory at least annually.

Section 612. Re-employment. The Agency will exert maximum effort to find suitable employment for any displaced employees affected by contracting out decisions, per this agreement.

Article 7 DETAILS

Section 701. General. A detail is a temporary assignment with the intention of returning the employee to his/her original duties upon completion of the assignment. Details may be used for a variety of situations occasioned by abnormal workload considerations, changes in mission or organization, absences of personnel, pending official reassignment, pending formal classification of a new position, pending security clearance, and/or for training purposes. To the maximum extent practical, volunteers will be used for details and details will be rotated fairly and equitably among qualified employees.

Section 702. Competitive Procedures. The requirement to use competitive procedures when selecting employees for details applies only to assignments to officially classified positions at a higher grade or of known promotion potential, when the duration of the detail is for more than 120 days and the nature of the assignment is such that the employee can be expected to perform the majority of the grade-controlling duties.

Section 703. SF-SO's. All details will be processed utilizing a Standard Form 50 in accordance with the current regulations and instructions covering the subject. If the employee has not received an SF50 within 30 days of the assignment, he/she may call HRO for assistance.

Article 8

DISCIPLINARY ACTIONS

Section 801. Use of. Disciplinary action will be taken only for just and sufficient cause and must be in keeping with applicable government wide laws and existing Agency rules and regulations. The Agency agrees to conduct an inquiry prior to initiating disciplinary action such as suspension, removal or change to lower-grade. If, during the course of the inquiry, the supervisor questions an employee, the supervisor will advise that employee of their right to have union representation present during the questioning.

Section 802. Correspondence. If an employee within the Units elects to be represented by the Union in disciplinary action and the Agency is advised in writing, copies of all correspondence addressed to the employee will also be furnished to the employee's Union representative. If the employee elects not to be represented by the Union, correspondence will be addressed only to the employee. It will remain the employee's prerogative as to whether or not the Union will be furnished copies of such correspondence.

Article 9

ENVIRONMENTAL PAY

Section 901. Differential Pay. Environmental differentials will be paid for exposure to hazards, physical hardships, and working conditions of an unusually severe nature when the condition cannot be practically eliminated through the use of protective facilities, devices, or clothing as provided for in applicable Agency and Office of Personnel Management regulations. The procedures outlined in the applicable current NPS/NSAMB instructions will be followed concerning requests for consideration of environmental differential pay. The eligibility for environmental differential pay is subject to appeal by the employee in accordance with current local instructions.

Section 902. Payment Policy. Environmental differential pay for "hours in pay status" and for "actual exposure" will be paid in accordance with the applicable NPS/NSAMB instructions; copies of these instructions are available to all employees.

Article 10

EQUAL EMPLOYMENT OPPORTUNITY

Section 1001. Affirmative Action. The Agency will demonstrate affirmative action in compliance with the letter, spirit and intent of Federal regulations and Navy-established practices guaranteeing equal employment opportunity to all persons without regard to race, color, religion, sex, national origin, physical or mental handicap, age, lawful political affiliation, marital status, or membership in an employee organization.

Section 1002. Employment. Training Considerations. All persons will receive full and impartial consideration for employment. Employees will be afforded equal opportunity to receive training to develop and/or improve skills which may lead to the furtherance of individual career goals and improved promotion potential provided such training is in line with the requirements and needs of the Agency. When such training assignments are available, selections will be based on the eligible applicant's demonstrated work effort, capability, desire and capacity to learn and improve. Training opportunities, services, activities and facilities sponsored and/or approved by the Agency will be made available to all qualified personnel without favoritism or discrimination.

Section 1003. Posting of Affirmative Action Plan. The Agency agrees to post a copy of the current Equal Employment Opportunity Affirmative Action Plan on all official bulletin boards.

Section 1004. Informing the Other Party. Each party agrees to inform the other of equal opportunity problems of which they are aware; both will seek solutions to such problems.

Section 1005. Sexual Harassment. The Department of the Navy is committed to maintaining a work environment free from discriminatory practices and inappropriate behavior. The Agency and the Union will work together in cooperation to achieve this goal.

Article 11

GRIEVANCE PROCEDURES

Section 1101. General. The Agency 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 be consistent with the principles of good management. To accomplish this, every effort will be made to settle these issues expeditiously and at the lowest level of supervision. The Parties encourage the use of Alternate Dispute Resolution (ADR) through mediation as a cost effective and timely method of solving grievances, disagreements and/or disputes.

Section 1102. Negotiated Grievance Procedure. This negotiated grievance procedure will be the exclusive procedure available to the Union and Unit employees for resolving grievances, except as provided in this article.

Section 1103. Representation. A grievance may be undertaken by an employee, a group of employees, the Union or the Agency. Only the Union or a representative approved by the Union may represent employees in such grievances. However, any employee or group of employees may personally present a complaint and have it adjusted without representation by the Union provided the adjustment is consistent with the terms of this agreement.

Section 1104. Exclusions. This negotiated grievance procedure will not be available to resolve a grievance concerning any claimed violation of rules on prohibited political activities; retirement, life insurance, or health insurance; a suspension or removal for national security reasons (5 USC 7532); any examination, certification or appointment; classification of a position which does not result in reduction in pay or grade for the employee; or matters concerning a reduction-in-force action.

Section 1105. Filing Options. An aggrieved employee affected by a prohibited personnel practice under 5 USC 2302 (b) (1), which also falls under the negotiated grievance procedure, may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee will be deemed to have exercised this option when the employee files a timely notice of appeal under an appellate procedure, or files a timely grievance in writing under the negotiated procedure.

Section 1106. Appellate Rights. Any grievance involving an action under 5 USC 4303 (action based on unacceptable performance), or an adverse action under 5 USC 7512 (removal, suspension for more than 14 days, a reduction in grade, or a furlough of 30 days or less), which also falls within the coverage of the negotiated grievance procedure, may be raised under the appellate procedures of 5 USC 7701, or under the negotiated grievance procedure, but not both.

Section 1107. Related/non-Related Grievances. In the event either party should declare a grievance non-grievable or nonarbitrable, the original grievance will be considered amended to include this issue. All

disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

Section 1108. Witnesses. At any step of the grievance procedure, both parties will have the right to call a reasonable number of witnesses, who, if employees of the Agency, will suffer no loss of pay or leave for the time spent in attendance at discussions relative to the grievance. Non-employee witnesses will be the responsibility of and at the expense of the party calling such witnesses. At any step of this procedure, the Agency will, upon request, produce payroll or other reasonably pertinent records to substantiate the contentions of the parties insofar as practicable without violating applicable regulations.

Section 1108. Time limits.

a. All time limits herein may be extended by mutual consent of the employee and/or employee representative and the Agency. Failure of the Agency to observe the time limits for any step of the grievance procedure will entitle the employee to advance the grievance to the next step. Failure of the employee and/or representative to observe the time limits provided for will constitute a basis for termination of the grievance by the Agency.

b. An employee, the Union, or the Agency may present a grievance concerning a continuing practice or condition at any time; however, where the grievance is concerned with a particular act or occurrence, it must be presented within 15 days of the date of the act or occurrence or the date the aggrieved party becomes aware of the act or occurrence.

c. The Agency or the Union may initiate a grievance by informing the Human Resources Officer or Union President, as appropriate, in writing. A description of the incident and corrective action desired will be included. Within 10 days after receipt of the written grievance, the parties will meet in an attempt to resolve the matter. The aggrieved party will be notified in writing of the decision within 15 days of the meeting. If unresolved, the Agency or the Union may initiate a request for arbitration within 15 days after receipt of the decision under the procedures outlined in Article 4 of this agreement.

Section 1110. Multiple Grievances. If two or more Unit employees have substantially identical grievances and wish to pursue them through the grievance procedure, the Union may select one employee's grievance for processing. The outcome of that grievance will be binding on all employees concerned. The Union will inform the Agency in writing when the provisions of this Section are to be utilized, and will include the names of all grievants as well as the name of the employee whose grievance will be pursued.

Section 1111. Procedure for Handling Employee Grievances. Prior to filing a grievance on a non-disciplinary issue, the Union will informally investigate the complaint and work with the Agency and the employee to resolve it.

Step 1. Within 15 days of the incident or knowledge of the incident giving rise to the grievance, the employee and/or designated Union representative, will present the grievance, in writing, to the employee's immediate supervisor (or the lowest level management official with authority to render a decision), who will render a

decision, in writing, within 5 days from the date presented.

Step 2. If the decision issued at Step 1 does not satisfactorily resolve the grievance and the employee desires to pursue the grievance further, it will go to mediation. Prior to mediation, the parties must agree to either be bound or not bound by the mediator's recommendation. If they choose not to be bound, the deciding official will be invited to attend the proceedings as an observer.

Step 3. If the decision issued at Step 2 does not satisfactorily resolve the grievance and the employee desires to pursue the grievance it will be submitted within 10 days to the deciding official – normally the department head/line manager/department chair, but in any case at least one step above the Step 1 official (or the disciplinary action deciding official in the case of grievances on disciplinary actions). The grievant will submit the grievance file, including the written grievance, the decisions thereto, the basis for requesting reconsideration, and indicate the specific remedial action desired. The official to whom the grievance is submitted at this step will make or have made whatever investigation regarding the matter deemed necessary. The official may also, at his or her discretion, meet and discuss the grievance with the Union representative, if any, and the employee. The official to whom the grievance is referred at this step will issue a decision in writing within 15 days after receipt of the grievance. If this decision is not satisfactory or does not resolve the matter, the Union may request the matter be taken to arbitration. Such request must be submitted using the procedures specified in Article 4 of this agreement.

Section 1112. Grievances of Disciplinary Actions. Grievances dealing with disciplinary actions will be filed at Step 2 of the Grievance Procedure. Disciplinary grievances begun at Step 2 of the grievance procedure will follow the time limits for filing as described in Section 1109.

Article 12

HEALTH AND SAFETY

Section 1201. General. The Agency will continue to make every reasonable effort to provide and maintain safe and healthful working conditions for employees. Safety is a collective effort and a responsibility of the Agency, the Union and employees. The Union will cooperate to that end by encouraging employees to observe all safety rules, requirements and regulations in performance of their assigned duties.

Section 1202. Observation of Unsafe Conditions. In the course of performing their assigned duties, employees and Union representatives will be alert to observe unsafe practices, unsafe equipment and unsafe conditions. When such hazards are observed by employees and Union representatives, they will be promptly handled in accordance with local safety instructions and OPNAVINST 5100.23(series). OPNAV form 5100/11 may be obtained from departmental safety bulletin boards and processed in accordance with posted instructions. The employee may submit this report anonymously to the Safety Officer. If, in the Agency's judgment,

an unsafe or unhealthful condition exists, the Agency will take prompt and appropriate action to correct the condition within the limits of the Agency's capabilities.

Section 1203. Emergency Transportation. The Agency agrees to provide necessary emergency transportation and emergency medical treatment for on-the-job injuries and illnesses.

Section 1204. Benefits. If injury or occupational disease is suffered in the performance of duties, benefits will be in compliance with applicable law and directives; employees will be advised of the benefits and services available in these cases, normally by the first-line supervisor.

Section 1205. Notification of Rights.

a. Upon employment, employees of the Units will be oriented regarding their rights and benefits under the Federal Employees' Compensation Act.

b. When an employee suffers an industrial illness or is injured in the proper performance of his or her duties, the Agency will provide counseling through the employee's supervisor and the Human Resources Office with regard to the rights and benefits to the employee under the Federal Employees' Compensation Act.

Section 1206. Injury Filing Requirements.

a. Federal Employee's Notice of Traumatic Injury. CA-1 Form is normally filled out and signed by the employee and the supervisor. This form requires the signatures of ONLY the employee and supervisor (or acting supervisor). If the employee is incapacitated or unavailable to complete the form, their supervisor must, to the best of his or her ability, fill it out and submit it to URO. In all cases, the CA-1 **must** be submitted to HRO Within the 48 hours/2 working day requirement. BRO must immediately submit it to Department of Labor (DOL) for processing and assignment of a claim number.

b. Naval Postgraduate School Mishap Report form 5102/2 Rev 04/96 is submitted to the NPS/NSAMB Safety office via the chain of command. This form requires the signatures of the supervisor and the department head and should be submitted with a copy of the CA-1, to the Safety Office within 10 working days of any accident. The submission of this form is an administrative requirement of OPNAVINST 5100.230 Chapter 14. The data included in this form is used by the Safety Office and line supervision to analyze the accident and make recommendations for corrective actions.

Section 1207. Training. The Agency may provide safety and health training for employees that is appropriate for or required in their work situations. Such training will be conducted on official time. The Agency will ensure insofar as practicable that no employee will be required to handle material considered to be hazardous due to characteristics which are explosive, flammable, toxic, or corrosive prior to receiving training which covers at least the identification and classification of hazards, related terminology, and emergency procedures. It is the Agency's right to schedule safety training; Union participation is limited to observing and/or recommending changes.

Section 1208. Safety of Assignments. In those really really rare cases in which an employee reasonably believes there is imminent risk of

death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures, the employee may refuse to carry out a supervisor's instructions with the understanding that by so doing a disciplinary action may result. It is also a management right to direct an employee to perform an assignment where the Agency has considered an employee's or the Union's objections based on safety considerations, but has determined that the assignment is safe.

Section 1209. Medical Screening. The Agency will determine the need for and scheduling of any screening examination (e.g., asbestos, lead), and to conduct such with Agency medical resources. The Agency will provide periodic examinations for employees involved in this type of work in accordance with governing regulations.

Section 1210. Individual Responsibilities, Suggestions. Each employee has a primary responsibility for his or her own safety and an obligation to know and observe safety rules and practices as a measure of protection for the employee and others. The Agency will welcome at any time, from any individual or from the Union, suggestions which offer practical and economically feasible ways of improving safety conditions. The Agency will invite the Union to all safety meetings.

Section 1211. Safety Gear. The Agency will furnish and replace specified items such as safety glasses, gloves, hard hats, respirators, dosimeter badges, ear plugs, or any other personal protective equipment and clothing required to be worn while performing certain occupations as outlined in government and Navy directives. The Agency will ensure that employees are provided appropriate safety gear and equipment necessary to safely accomplish assigned tasks. The reimbursement policy for employees required to wear safety shoes will continue unless changed through the negotiations process. The cleanliness and the care of the personal protective equipment issued by the Agency will be the responsibility of the employee. Failure on the part of the employee to observe established safe working procedures or to properly use the proper personal protection equipment and/or clothing required in the employee's work may result in disciplinary action. New employees will be advised of this requirement through the orientation process.

Article 13

HOURS OFWORK

Section 1301. Administration. Hours of work will be administered in accordance with pertinent laws and regulations and in accordance with the terms of this agreement

Section 1302. Basic Pay Period. The basic pay period for Unit employees will be fixed at 80 hours. Whenever practicable, the basic workweek will be scheduled on five days, Monday through Friday, and the two days outside the basic workweek will be consecutive. The Agency will make reasonable efforts to accommodate requested flexitime or compressed work schedules.

Section 1303. Workweek Schedules. The Agency may establish tours of duty as required for mission accomplishment. Except when the Agency would be seriously handicapped in carrying out its mission or if costs

are substantially increased, employees will be advised of their workweek schedule in advance. The workweek schedule will show the workdays and shift hours that comprise the basic workweek, the workdays and hours of any overtime schedules, and the non-workdays of the administrative workweek.

Section 1304. Union Input on Tours of Duty. The Union may make suggestions for changes in tours of duty for unit employees and such suggestions will be given due consideration. The proposed changes will provide full coverage of work requirements without the need for overtime or additional personnel and provide fair and equitable treatment for all employees involved.

Section 1305. Shift Assignments.

a. The Union and the Agency recognize existing shift operations. Newly instituted backshift or graveyard assignments will be given first to qualified volunteers. In the absence of volunteers, assignments will be made based on reverse seniority order. To the maximum extent possible, a seven day notice will be given. In no case will less than a three working day notice be given. Assignments will normally be for no more than go days. The Agency will notify the Union of any proposed changes to shift assignment practices and procedures or changes in hours of work.

b. Employees may express a preference for a given shift and each preference will be given consideration in assigning shifts. Employees assigned to shift work will be entitled to payment of the shift differential as established by law and regulations.

Section 1306. Clean Up Periods. The Agency will provide a reasonable amount of time, dependent upon the nature of work performed, for employees to personally clean up prior to the lunch period and at the end of the workday.

Section 1307. Rest Breaks. The intent of this section is to recognize that all employees will normally be allowed one 15 minute rest period in the first 4 hours of continuous work and one 15 minute period in the last 4 hours. Breaks will be in allocated in an equitable manner. Rest periods may be waived in emergency situations. Rest periods will not be used as a reward or punishment. Rest periods are considered duty time.

Article 14

LEAVE

Section 1401. Annual Leave.

a. Annual leave will be approved by supervisors for two general purposes: to allow every employee an annual period for rest and recreation and to provide periods of time off for personal emergency purposes.

b. The Agency will provide the opportunity early in the leave year for each employee to present proposed dates for this vacation period. As soon as practicable, the leave schedule will be prepared and made known to the employees so that they can make their plans accordingly. In the event of a conflict in the scheduling which cannot be mutually resolved between employees performing essentially similar functions and within the same department or section, the official service computation date will be the determining factor. Final

determination as to vacation dates will be based upon the workload and such other factors as student input schedules, graduation dates, academic break periods and other events that might affect the workload at given times. Except for compelling circumstances, employees and their supervisors have the responsibility to plan vacations when services can be best spared.

c. Requests by employees who desire to use their annual leave to attend courses at civilian education institutions or engage in other self-development activities will be given special consideration, provided such leave does not seriously hamper work accomplishment or place an undue burden of work on other employees.

d. Scheduled annual leave around major national and religious holidays will be granted in accordance with a most generous and reasonable policy.

Section 1402. Sick Leave.

a. Employees will earn and be granted sick leave in accordance with applicable laws and regulations. Approval of leave will be granted to employees when they are incapacitated for performance of their duties by sickness, injury, pregnancy and confinement, medical, dental or optical treatment or examination, or when a member of the employee's immediate family is afflicted with a contagious disease and the presence at work of the employee would jeopardize the health of others. Requests for sick leave will be made by the employee, or someone acting on his or her behalf, to the supervisor or other designated representative by telephone or other appropriate means as soon as possible, but in any event no later than two hours after the beginning of the employee's shift, circumstances permitting. Requests for sick leave for prearranged medical, dental, or optical appointments must be made at least 24 hours in advance except in emergency situations. Failure to give the notice required by this section may result in a charge of annual leave, leave without pay, or absence without leave as the circumstances may justify. It is the supervisor's responsibility to promulgate specific notification policies (i.e. whom the employee should notify if unable to reach the immediate supervisor).

b. Periods of absence or sick leave in excess of three consecutive work days will normally be supported by a medical certificate from a physician. If the employee was not attended by a physician and is not subject to the requirements described in Section 1402c below, the employee's signed statement explaining the nature of illness and the reasons why a physician's services were not utilized may be accepted.

c. Employees will not be required to furnish a medical certificate to substantiate a request for approval of sick leave if such leave is three consecutive days or less, except in individual cases where there is reason to believe the employee is abusing his or her sick leave privilege. Where abuse of sick leave is suspected, the supervisor will schedule a meeting with the employee to discuss the prior sick leave usage. The supervisor may issue the employee a letter of requirement. The necessity for this requirement will be periodically reviewed.

Section 1403. Leave Without Pay. Leave without pay will be considered and may be granted in appropriate situations in accordance with applicable rules and regulations and depending upon the personnel requirements of the Agency.

Section 1404. Maternity and Paternity Leave.

a. An absence of an employee covering pregnancy and confinement will be treated as any other medically certified temporary disability. An absence for maternity purposes is chargeable to sick leave, annual leave or leave without pay, as appropriate. When an employee requests leave for maternity purposes, she will submit an Application for Leave indicating the type of leave desired; requests for sick leave due to pregnancy and confinement must be supported by a medical certificate, If an employee requests modification of her work duties because of her pregnancy, supported by a medical certificate, the Agency will make a reasonable effort to accommodate her request.

b. An employee may be granted annual leave or leave without pay normally not exceeding 30 consecutive days for purposes of aiding, assisting or caring for a wife or minor children while his wife is incapacitated for maternity reasons. This period of leave will not usually begin more than 30 days prior to the expected date of delivery, nor extend more than 30 days beyond the delivery date. An employee requesting leave as provided the delivery date. Art employee requesting leave as provided States, the employee will be in an official duty status as above will submit his request for such leave well in advance distinguished from a leave status. (normally about 30 days) of the expected delivery date so the supervisor may properly plan the work without undue interruption.

Section 1405. Family Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Unpaid leave must be granted for any of the following reasons:

a. To care for the employee's child after birth, or placement for adoption or foster care:

b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition: or

c. For a serious health condition that makes the employee unable to perform the job.

Section 1406. Family Friendly Leave. Employees may use the provisions of the Federal Employees Family Friendly Leave Act which expands the use of sick leave by permitting most employees to use a total of up to 104 hours of sick leave each leave year (or in the case of part-time employee with an uncommon tour of duty, the number of hours of leave normally accrued during a leave year) for the following:

a. To provide care for a family member as a result of a physical or mental illness, injury, pregnancy, childbirth; or for a medical, dental, or optical examination or treatment; or c. Make arrangements necessitated by the death of a family member or attend the funeral of a family member. Under this act all covered full-time employees will be able to use a total of up to 40 hours (5 workdays) of sick leave each year for family care or bereavement purposes. In addition, a covered full-time employee who maintains a balance of at least 80 hours of sick leave will be able to use an additional 64 hours (8 workdays) of sick leave per year for these purposes. This brings the total amount of sick leave available for family care and bereavement purposes to a maximum of 104 hours (13 workdays) per year for employees who satisfy this condition. Employees may be granted up to 24 hours of leave without pay each year for participation in school activities, routine family medical appointments, and elderly relatives' health or care needs.

Section 1407. Court Leave. Consistent with pertinent laws and regulations, employees may be granted court leave for jury duty or for appearing at judicial proceedings as a witness in a nonofficial capacity on behalf of a state or local government. When an employee is summoned or assigned by the Agency to testify in his or her official capacity at a judicial proceeding or to testify in a non-official capacity on behalf of the United Article 15

Article 16

MISCELLMEOUS PROVISIONS

Section 1501. Travel. All travel and subsistence allowances shall be in accordance with applicable regulations and instructions. Where possible, all travel will be scheduled during the employee's basic workweek.

Section 1502. Communications.

a. The Agency agrees to place the Union on the Distribution List for all NPS/NSB vacancy announcements and to supply the Union with a copy of any new, revised, or updated NPS/NSAMB instructions.

b. The Agency will provide the Union a complete up-to-date listing of Unit employees by organizational element upon request, but no more often than quarterly. Such listings will include the name, title, job classification, and duty Station of each employee in the Units.

Article 16

NEGOTIATIONS

Section 1601. Contract Negotiations and Extensions.

a. Either party may give written notice to the other party not more than 105 nor less than 60 days prior to the terminal date of the agreement advising of its intention to renegotiate this agreement. When such notice is given, the parties will meet for the purpose of negotiating not later than 30 days prior to the terminal date; if negotiations are not concluded prior to the expiration date, this agreement may be extended by mutual consent for 90 days.

b. An agreement may also be renewed or extended for a specific period (not to exceed three years for each renewal or extension) where the parties so agree, subject to the requirement set forth in Section 1602 below. All extensions of this agreement except an extension permitted while renegotiating the agreement, will be submitted to the Department of Defense (DOD) for approval to ensure conformance to law, rule, or regulations, before becoming effective.

c. This agreement will terminate and not be enforceable at any time it is determined that the Union is no longer entitled to exclusive recognition, or after such recognition has been relinquished by the Union.

Section 1602. Amendments and Supplements.

a. Substantive Government-wide regulations, as well as regulations which are issued within the Department of Defense (DoD), and which do not merely transmit requirements imposed by law, do not override any provision of this agreement during the term of the agreement. However the agreement must be brought into conformance with

applicable published policies and regulations of the Department of the Navy and of the DoD and with regulations of appropriate non-DoD authorities, at the time it is renegotiated, or when it is renewed or extended and such renewal or extension will result in the agreement being in effect from more than three years and 90 days since it was last brought into conformance with applicable laws and regulations.

b. Either party may submit a request at any time to renegotiate a specific article or articles of this agreement or to add a supplement or supplements, stating in the request the purpose for the proposed change or addition and will include a draft of the amendment(s) or supplement(s). Renegotiations will be undertaken within 30 days of consent to renegotiate. No changes or issues will be considered except those bearing directly on the subject matter agreed to by the parties.

c. amendments and supplements will be submitted to DOD for final approval after local agreement is reached and will become effective upon approval by DOD. The approved amendment or supplement will be published and distributed by the Agency, who has the choice of manner of publication and is not bound to reprint the entire agreement in order to publish an amendment or supplement.

Section 1603. Midterm Negotiations. The Agency will notify the Union President, or designee, of any changes affecting Unit employees and their working conditions. This notification will be accomplished by the submission to the Union of a written draft of the proposed change. The Union will normally be allowed 14 days for submission of input or request for bargaining or impact bargaining. The same time-frame applies to Union initiated proposals directed to the Head of Human Relations Division. The parties agree to reopen negotiations regarding personnel policies and procedures which maybe changed due to regionalization.

Article 17

OVERTIME

Section 1701. Scheduling. Payment. Insofar as possible, work will be planned and completed within the regularly scheduled workweek. Employees will be paid for all authorized overtime in accordance with applicable official directives. All non-exempt employees may request compensatory (comp) time in lieu of overtime.

Section 1702. Scheduled Overtime.

a. Mandatory overtime will be assigned in reverse seniority order among qualified employees. Voluntary overtime will be assigned on a rotational basis among qualified employees. Insofar as is practical, scheduled overtime will be available to all qualified trades/workers. Priority will be as follows:

- 1) Trades workers assigned to the job during normal duty;
- 2) Other workers assigned to the job during normal duty;
- 3) General workers in the immediate geographic area;
- 4) Consolidated volunteer list.

b. Each work area will post a schedule matrix of personnel who desire to be included in voluntary overtime (special qualifications will be annotated on this list, such as asbestos team member). This list will be updated semi-annually.

c. Overtime work assignments will be distributed fairly and equitably among qualified employees. Supervisors will assign overtime

work solely in accordance with the Agency's needs, in the manner prescribed in this article and applicable regulations. Overtime work will not be assigned to employees as a reward or penalty.

d. Notification of planned overtime will be given to affected employees as much in advance as may be practicable under the circumstances.

Section 1703. Minimum Payment. An employee who is called back for overtime work will be paid at least two hours overtime pay for any such unscheduled overtime work he or she performs whether or not his or her services are required for the full two hours.

Article 18

PERFORMANCE APPRAISALS

Section 1801. General. Employees will receive an annual performance appraisal, in compliance with Performance Feedback System by their immediate supervisor in accordance with appropriate regulations.

Section 1802. Employee Participation. Supervisors will meet with their employees within 30 days of the start of the rating period to review the performance standards and evaluation factors that are printed on the Performance Feedback form. The employee and the supervisor will discuss the employee's major assignments and projects, mission requirements, priorities and training. Employee and supervisor will summarize the key points of the discussion, and sign and date the Performance Feedback form. When an employee signs the performance feedback form, it does not necessarily indicate a concurrence with the standards and evaluation factors.

Section 1803. Unacceptable performance.

a. Employees who have been on standards for at least 90 days and are performing at an unacceptable level, will be notified in writing of their specific performance deficiencies using the Performance Improvement Plan (PIP).

b. The employee will be given at least 60 days in which to bring his/her performance up to an acceptable level. At the end of the 60 day period employees will be re-evaluated and informed in writing of their performance.

c. If the performance has not improved to an acceptable level and adverse action is initiated, the employee will be given written notice.

Section 1804. Grievability.

a. Performance standards and identification of critical elements are not subject to grievances until they have been applied to an employee and some action has been taken as a result of that application. An employee thus may not grieve the establishment of performance standards or the identification of critical elements. The failure of a supervisor to identify critical elements or establish performance standards may however, be grieved.

b. A performance rating of unacceptable may be grieved by a Unit employee through the negotiated grievance procedure. Such grievance must be submitted no later than 15 days from the date the employee received a copy of the rating. The employee may file any such grievance at Step 2 of the negotiated grievance procedures; all other provisions of the negotiated grievance procedure remain in effect.

c. Adverse actions resulting from the performance appraisal program may be appealed under the negotiated grievance procedures or to the Merit Systems Protection Board (MSPB), but not both.

Article 19

POSITION AND JOB DESCRIPTIONS

Section 1901. General. The Wage and Classification Program will be conducted in accordance with the guidelines issued and authority delegated by the Office of Personnel Management, the Chief of Naval Operations, Department of the Navy, Department of Defense, and applicable local instructions.

Section 1902. Review of Position Descriptions. Position descriptions will be reviewed when required by the employee and the immediate supervisor; such reviews may also be made upon the request of the employee and whenever performance standards and/or performance elements are met or changed. Every attempt will be made to reach a clear understanding as to what the position's duties and responsibilities are. It is the supervisor who determines the duties and responsibilities of the position. A disagreement between an employee and a supervisor over position description content may be referred to successive levels of supervision up to and including the Division/Department Head, as appropriate.

Section 1903. Position Classification. An employee who believes that his or her position description is not correctly classified may discuss the matter with the supervisor, who will, upon request, notify the HRO. The HRO will provide the supervisor and employee a rationale for the classification of the position. Techniques to obtain additional job information, e.g., audits, will be performed at the discretion of the HRO. If not satisfied with the classification of his or her position, the employee may appeal the classification as outlined in Section 1904 below.

Section 1904. Classification Appeals. An employee may appeal the classification of his or her position at any time if the employee believes that the title, series, grade, or pay plan of the position occupied is not consistent with applicable classification or job grading standards. The employee may have Union representation in the appeal, if desired, and the employee has the right to appeal. The employee will be furnished information, upon request, on classification or job-grading appeal rights and procedures by the HRO0 staff. Wage Grade employees must first appeal through the Department of Defense Job-Grading appeals procedures and then, if dissatisfied with the decision, to the Office of Personnel Management. General Schedule employees may appeal to the Department of the Defense first and then to the Office of Personnel Management if dissatisfied, or may appeal directly to the Office of Personnel Management.

Article 20

PRODUCTIVITY

Section 2001. General. The Agency and the Union have a shared interest with respect to improving productivity and the Agency's ability to

achieve its missions. The parties will therefore, on a continuing basis, seek out new ways to increase the productivity of all segments of the organizations.

Section 2002. Goals. The Union will fully cooperate with the Agency in achieving mutually agreeable goals. The Agency may, in connection with a Commercial Activities cost study, solicit the suggestions of the Union because, while the ultimate Most Efficient Organization is a managerial decision, suggestions by affected employees and their Union representatives may provide beneficial insights into alternative organization structures.

Section 2003. Standards. The Agency and the Union agree that high standards of employee performance are essential to meeting the goals of the Department of the Navy, that carrying out the Agency mission is of primary importance, and that high standards which reflect favorably upon the government must be maintained.

Article 21

PROMOTIONS

Section 2101. Changes to Merit Staffing Instruction. Revisions or changes to the local Merit Staffing instruction which are not directed by or made necessary by changes in the regulations of an authority higher than the Naval Postgraduate School will not be implemented until the Union has been afforded the opportunity to provide input.

Section 2102. Promotion Options. All promotions will be made in accordance with the promotion and staffing policies set forth in the local instruction on the Merit Staffing Program and other applicable directives. The selecting official has a choice of how to fill the position (select a candidate referred under Merit Staffing procedures, re-announce the vacancy with or without a wider area of consideration, fill the position under another procedure, or not fill the position).

Section 2103. Re-Promotion. Prior to a vacancy announcement, employees who have been demoted without personal cause (those on the NSAMB/NPS re-employment priority list) will receive priority consideration and will be re-promoted without competition when qualified.

Section 2104. Temporary Promotions. A permanent employee temporarily assigned the duties of a higher graded position who meets the qualifications requirements of the higher graded job will normally receive a temporary promotion if the period is for at least 30 days. The parties agree that timely submission of the SF 52 is important. Employees will be appropriately compensated for the duties they perform during the allotted time of the temporary promotion. A noncompetitive temporary promotion can only be made if the employee has not been detailed nor temporarily promoted to a higher level position for a total of 120 days in the preceding 12 months. All temporary promotions which will exceed 120 days (or total time will exceed 120 days) will be made competitively.

Article 22

REDUCTION IN FORCE

Section 2201. Policy.

a. The decision to conduct a reduction in force is a Management right. The implementation of a RIF will be administered by the Agency. The Parties consider RIF to be an action of last resort and will avoid RIF whenever and wherever possible. To minimize the adverse impact of a RIF on employees, the Agency will accomplish goals otherwise achieved by RIF through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, the Agency will not resort to RIF until methods of cost reduction, to the extent feasible and not prohibited by law, have been exhausted to avoid RIF. Such methods might include every possible method of controlling discretionary expenditures such as but not limited to:

- (1) innovative salary saving methods, e.g., leave positions vacant to save salary costs, promotion freezes, offering leave without pay, furloughs;
- (2) reduction of costs associated with contracting out;
- (3) reduction of costs incurred related to volunteers; and
- (4) reduction of expenses associated with travel, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipments.

b. The Agency will make the maximum effort to waive qualifications and make the maximum effort to place employees in vacant positions to avoid RIF.

Section 2202. Notification Timeliness. The Agency agrees to notify the Union at least 120 days prior to the effective date of any RIF, reorganization, transfer of function or change in duty station. In all cases, the Union will be notified in writing of a proposed reduction in force, reorganization, transfer of function or change of duty station at least 60 days prior to the effective date. At that time, the Agency will advise the local Union of the reasons for the reduction in force, reorganization, transfer of function, or change of duty station, the number, title series and grades of positions which they expect to be abolished, and the measures which the Agency proposes to take to reduce the adverse impact on employees. The above notices to the Union will be done before any notification is given to employees. Notice to employees shall comply with the requirements of 5 CFR Part 351, MP-5, Part I, Chapter 351, any other written command policies and this agreement and shall include information regarding the employee's rights of appeal.

Section 2203. written Notice. The Agency will give employees a 60 day specific written notice before the effective date of release except if the reduction in force is caused by circumstances not reasonably foreseeable.

Section 2204. Negotiations. The Agency recognizes that it has an obligation, consistent with the Statute, to negotiate with the Union, if requested, on any reduction in force or reorganization prior to implementation. Matters involving RIF are appropriate for negotiations between the parties at the level processing the RIF including, but not limited to:

- a. The content of RIF notices;
- b. programs for training and counseling employees;
- c. provisions for keeping the Union informed of RIF developments;
- d. outplacement programs;
- e. the effects when the Agency decides to:
 - (1) reassign employees to vacant positions
 - (2) restructure positions, including unfilled trainee positions, to allow adversely affected employees to fill them; and
 - (3) waive qualifications in order to assign an employee subject to displacement to a vacancy for which he/she might not otherwise qualify.

Section 2205. Updating Personnel Files. The Union and the Agency will jointly encourage each employee to see that his/her personnel file and SF-171, Optional Form (OF) 612 resume or other reasonable facsimiles are up to date as soon as the reduction in force, reorganization, transfer of function or change of duty station as listed in Section 2202 is announced. The Agency will add to the personnel file appropriate changes or amendments requested by the employee. The personnel file, with appropriate qualification documents, will be used as needed to match employees with vacancies.

Section 2206. Re-employment Rights. Any employee separated through reduction in force will be offered re-employment to the first vacancy that the Agency determines to fill in the same competitive area that the employee qualifies for at the same or lower grade. If more than one separated employee is qualified for a particular vacancy, the offer will be made in retention standing order. If re-employment is below the employee's former grade level, the employee will have re-promotion rights as provided in this agreement.

Section 2207. Re-promotion Rights. If the Agency determines to fill the same position, the involuntarily demoted employee will be offered re-promotion to the position or to intervening grades. The employee will retain re-promotion rights to the grade level from which demoted. For other vacancies within the competitive area with the same or equal duties for which an involuntarily demoted employee qualifies, the employee will be offered re-promotion to the vacancy unless there is a legitimate job-related reason for not re-promoting the employee. In the event that more than one employee qualifies, the employee with the highest service computation date ranking will be offered re-promotion first.

Section-2208. Placement Assistance. The Agency will offer affected employees enrollment in the following placement assistance programs for which they are qualified:

- a. DoD priority placement program)PPP);
- b. NSN4B/NPS re-employment priority list)RPL);
- c. Career transition assistance program)CTAP);
- d. other existing placement programs.

Article 23

RIGHTS OF EMPLOYEES

Section 2301. Union Involvement. Employees will have the right to form, join, or assist the Union, or to refrain from any such activity, freely

and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right. Nothing in this agreement will require an employee to become or remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Except as otherwise provided under the Act, such right includes the right

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the Union to head of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2302. Representation. An employee may bring matters of personal concern to the attention of appropriate officials of the Agency in accordance with applicable laws, regulations and established policies. An employee may choose his or her own representative in an appellate action in accordance with applicable laws and regulations. On matters solely covered by the negotiated grievance procedure, the employee may only be represented by the Union, its designee, or may self-represent.

Section 2303. Requests for Union Assistance. In keeping with the spirit of partnership, to avoid unnecessary conflict, the parties agree that a Union presence can be beneficial to all parties in resolving problems and facilitating communication between employees and supervisors. Their presence at meetings not covered under 5 USC 7114 (a) (2), while not mandatory, should be favorably considered by both the supervisor and the employee. The Union will work with the Agency to ensure that this policy will not be abused. The Union will make every effort to be reasonably available to participate in such meetings when they consider it appropriate. HRO should also be invited to attend at the supervisor's request.

Article 24

RIGHTS OF THE AGENCY

Section 2401. Rights. The Agency retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the Agency. The Agency also retains the right, in accordance with applicable laws and regulations, to:

- a. Hire, assign, direct, lay off and retain employees;
- b. Suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- c. Assign work;
- d. Make determinations with respect to contracting out;
- e. Determine the personnel by which Agency operations will be conducted;
- f. Fill positions and make selections for appointment from among properly ranked and certified candidates for promotion or any other appropriate source; and
- g. Take whatever actions may be necessary to carry out the Agency mission during emergencies. These provisions apply to all supplemental,

implementing, subsidiary, or informal agreements between the Union and the Agency.

Section 2402. Negotiability. The preceding rights do not abrogate the rights of the Union to negotiate the Agency's changes.

Article 25

RIGHTS OF THE UNION

Section 2501. Representation. The Union has the exclusive right notified of meetings at least one work day in advance. to represent all employees defined in Article 2 of this agreement in negotiations with the Agency regarding conditions of employment within the limits provided by applicable laws and regulations.

Section 2502. Right to Meet. The Union will be accorded the right to meet and negotiate in good faith in order to discharge its representational duties.

Section 2503. Official Time. Any employee representing an exclusive representative in the negotiation of a collective bargaining agreement will be authorized official time for such purposes, including attendance at impasse proceedings, during the time the employee otherwise would be in a duty status.

Section 2504. Employee Orientation. All new Unit employees shall be informed that Local 1690 is the exclusive representative of the Agency. The Union will be afforded time during the new employee orientation session to introduce the purpose and goals of the Union, apprise new Unit employees of their grievance rights and introduce the contract. The Union may hand out new employee orientation packages including a list of officers and stewards. The Agency shall furnish a list of new employees to the Union President two weeks prior to each new employee orientation session, showing name, position title, grade, series, and department.

Section 2505. Union Bulletin Boards. The Union may have a mutually agreeable number of bulletin boards in the work areas and in specific passage areas generally recognized as appropriate for such boards.

Section 2506. Formal discussions. The Union will be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of NPS/NSAMB and one or more employees in the Units 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 Units by a representative of the Agency 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.

The Agency will annually inform employees of their rights under this section. Under normal circumstances, the Union will be notified of meetings at least one work day in advance.

Article 26

TRAINING

Section 2601. Individual Training Plans. The Agency recognizes that employee development benefits the command. To meet that end, it is incumbent on the employee to develop a list of their training needs. It is the supervisor's responsibility to develop an annual training plan with the employee. Additionally, it is the supervisor's responsibility to develop a process that ensures all training is allocated fairly and equitably. Training plans will be reviewed during performance appraisal counseling. Extreme care will be taken to prevent "pigeon-holing" employees.

Section 2602. Selection of Training. The Agency agrees to make reasonable efforts to provide appropriate training for eligible employees during duty and non-duty time to prepare them for existing positions within the School/Command, as deemed necessary by the Agency. When such training opportunities arise, selections for such training will be made in a fair and equitable manner in accordance with applicable rules and regulations. Priority will be given to job required training, then job related training.

Section 2603. Skill Improvement. Within budgetary limitations and contingent on current and anticipated future work requirements, the Agency will provide and publicize training and development opportunities which will permit qualified Unit employees to improve skills and knowledge when such training is in line with the Agency's work objectives and mission. Such opportunities will be made available when the best interests of the Agency as well as those of employees are served, but in no instance will training be provided by the Agency solely for the benefit of an employee.

Section 2604. Agency Rights. This article in no way compromises the authority and responsibility of the Agency to determine what training will be undertaken, who will be trained and the extent of fiscal resources which will be committed to training.

Section 2605. Union Input. Nothing in this article will preclude the Union from proposing or suggesting training to the Agency to meet identified needs as deemed appropriate by the Union.

Section 2606. Union Official Training.

a. The intent of this article is to recognize that Union officials need adequate/appropriate training to enable them to provide effective representation to the bargaining unit employees.

b. An employee who is an official of the Union may be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual concern to the Agency and the employee in his or her capacity as a Union official or steward and the Agency's interest will be served by the employee's attendance. Administrative excusal for this purpose will cover only such portions of a training session as meet the foregoing criteria and will be included in the total official time allocated to Union officials.

c. Union officials will travel and attend training during duty hours. Travel and per diem will normally be borne equally by the parties.

d. To the maximum extent possible, training will be held locally. All plans for training will be endorsed by HRO. HRO will coordinate Union training with the supervisory chain of command. Whenever possible, for absences greater than one day, this coordination will occur at least 30 days in advance.

e. Upon approval of this agreement, the Agency will conduct training for its supervisors on contract administration; the Union officers and stewards will be invited to attend this training.

f. Union officers and stewards will be encouraged by the Union to take Basic Labor Relations correspondence courses. Completion of such courses will be on off-duty hours.

Article 27

UNION OFFICIALS AND REPRESENTATION

Section 2701. Union Officials. For purposes of administering this agreement, the Agency agrees to recognize the following officials of the Union: President, Vice President, Secretary, Treasurer, Chief Steward and Steward(s). The Union will appoint the number of stewards necessary to effectively represent unit employees (but not in excess of the rate of one steward per 75 employees). The Union will provide the Agency with a current listing, as changes occur, of these officials. The listing for Stewards will include the area of assignment.

Section 2702. Official Time.

a. Official time will be granted annually on the basis of: President 0-100%; VP: 0-25%; Chief Steward: 0-50%; Steward(s): 0-25%. The Union will not be allowed to use more than 4160 hours per fiscal year. In the interest of effectiveness and efficiency, set hours will be established for Union officials, to the maximum extent practical. Official time will not be used for solicitation of Union membership and collection of dues; election of labor organizations; or election of labor officials. NFFE Officers and officials, including Stewards, shall be permitted a reasonable amount of official time to represent employees in accordance with this agreement. This official time and any specified time under this agreement can be used for any representational function, including but not limited to, handling complaints, coverage of the Local Union office, and any other functions addressed in this agreement.

b. The Steward or Local official may use reasonable time to receive, investigate, prepare and present employee complaints, grievances or appeals during duty hours. The amount of time used will depend on the facts and circumstances of each case —e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, and the availability of documents and witnesses.

c. Union officials will maintain a record of Official Time Reports (Appendix A's) and will reconcile with head of HRD at least on a quarterly basis.

Section 2703. Support of Official Time. The Agency agrees that there will be no harassment or retribution against Union officers or designated Union representatives by any supervisor or management

official because of the performance of authorized official Union activities.

Section 2704. Scheduling of Official Time. Before leaving his or her work area on a Union matter, the Union official will complete the Appendix A and obtain his or her supervisor's approval as indicated in Section 2702 above. It is understood by the parties that advance planning and communication or requirements benefit both the Union and the Agency.

Section 2705. Meetings on Site. To the maximum extent possible, meetings will be held at the employee's work site in an appropriate, private area approved by the supervisor. Before a steward enters a work area for the purpose of conferring with a unit member, the steward will advise the area supervisor and state the general nature of business in the area. An employee will obtain permission from the appropriate supervisor when it is necessary to leave the job site for the purpose of meeting with a Union official and will report to the supervisor at the time of return to the job. In obtaining this permission, there will be a clear understanding relative to the time of departure from the work site, location to be visited, general purpose for the absence and the estimated time of return to the job. If the employee's supervisor is not available, the employee will request permission from the person acting for the supervisor, or, if there is no such person, the next higher level of supervision. In such cases, the supervisor will allow time for the employee to see the steward, normally within one day.

Section 2706. Visits by National Officers. Authorized National Officers or representatives of the National Federation of Federal Employees may be given authorization for admission to NPS/NSAMB for the purpose of meeting with officials of the Agency and employees. Such visits will be governed by National Security Regulations and only for the purposes prescribed by current regulations and instructions.

Article 29

UNION-AGENCY MEETINGS

Section 2801. Schedule, Agenda. Union-Agency Meetings will be held monthly and/or subject to the request of either party to continue with the spirit of partnership. The representatives of the Union and the Agency will confer on personnel policies and practices and other matters affecting working conditions of the employees in the Units, for the purpose of reviewing and discussing the common interests in establishing and maintaining cooperation between the Agency and the Union, and to prevent situations from developing into acute problems. Individual grievances will not be considered at these meetings.

Section 2802. Attendees. A maximum of three representatives of each party will attend, unless mutually agreed otherwise, to represent the interests of the Agency and the Union and meet the obligations imposed on both parties under the Act. Additional subject-matter experts may be invited with the consent of the other party, depending on the agenda items.

Section 2803. Logistics. In arranging meetings, the Head, Human Relations Division (HRD) of the Human Resources Office (CHRO) will be

the point of contact for the Agency and will request the participation of other Agency officials as warranted. The Agency and the Union may exchange written agenda items at least two days prior to the scheduled meetings. A brief summary of the matters discussed and any understandings reached at a meeting described in Section 2801 of this article may be prepared by the Agency. A copy of each summary will be forwarded to the President of the Union for dissemination.

Article 29

UNION FACILITIES

Section 2901. Meeting Locations. The Union may use available conference rooms or other suitable areas on the Agency's site for the purpose of holding meetings.

Section 2902. Office Space. The Agency will provide appropriate private and exclusive Union office space. The office will be provided with phone, voice mail, unrestricted phone line (local and long-distance capability), access to LAN, e-mail/ addresses, WEB site, appropriate working computer system consisting of CPU, monitor, keyboard and printer, office furniture, and internal mail system, and other peripheral items as agreed on by the parties.

Article 30

VOLUNTARY ALLOTMENT OF UNION DUES

Section 3001. Forms. An employee may obtain a Standard Form SF-1187, "Request for Payroll Deductions for Labor Organization Dues," from HRO or the Union. Completed forms should be submitted to either the Union or the Comptroller's office.

Section 3002. Effective Date. Allotments will be effective on the first complete bi-weekly pay period after receipt by the servicing Payroll Office.

Section 3003. Remittance. A bi-weekly remittance check will be prepared by the servicing Payroll Office at the close of each pay period for which deductions are made. The check (or electronic funds transfer), along with statistical runs, will be sent to an addressee designated by the Union. Each remittance will be accompanied by a listing of the names and amounts withheld.

Section 3004. Multiple Dues Structure. The Union may authorize a multiple dues structure. If there is a change in the dues structure the Union will notify the HRO.

Section 3005. Termination of Allotments. An allotment will be terminated:

- a. When the employee leaves the Units as a result of any type of separation, transfer or other personnel action (except detail);
- b. Upon loss of exclusive recognition by the Union;
- c. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense; or

d. When the employee has been suspended or expelled from the Union.

The Union will promptly notify the HRD in writing when a member of the Union is suspended, expelled or ceases to be a member in good standing. Upon receipt of such notice, the Payroll Office will terminate the allotment as of the next complete pay period.

Section 3006. Length of Allotment. When an allotment for deduction of Union dues has been started, it must remain in effect for a minimum period of one year except as provided for in Section 3005 above. When revocation of Union dues is submitted it will be effective at the beginning of the first full pay period following the anniversary date if received before the anniversary date. After the one year period has passed, the revocation will be effective at the beginning of the first full pay period following 1 March of each calendar year, providing the revocation is received in the Payroll Office prior to 1 March.

Section 3007. Withholding Continuation. If this agreement cannot be renegotiated by its termination date because of impasse, third party proceedings involving a negotiability dispute, or a unit representation question, dues withholding arrangements as set forth in this article will continue until the matter is resolved. Failure by the parties to agree on an extension of the agreement will not terminate the dues withholding arrangements.

Article 31

WAGE SURVEYS

Section 3101. General. Provisions and regulations of the Federal Wage System as contained in applicable Office of Personnel Management regulations, and related documents will be adhered to by the parties to this agreement.

Section 3102. Union Notification.

a. The Union will be notified by the Agency when any locality wage survey has been scheduled for the local wage area.

b. The Union will be notified by the Agency of wage survey hearings preceding full-scale wage surveys at which time the Union may make recommendations concerning the area, industries, establishments and jobs to be covered in the wage survey.

Section 3103. Meetings. The Agency will request approval from the Local Wage Survey Committee to have a Union representative attend the meetings of the Local Wage Survey Committee; if approval is granted, the Union representative will attend the meetings in an observer capacity. The Agency will also request that the Local Wage Survey Committee use Union members as wage data collectors to the extent possible.

Article 32

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 3201. Effective Date. This agreement, together with any subsequent amendments or supplements will become effective upon approval by the Agency.

Section 3202. Duration. This agreement will remain in affect for a period of three years from the date of approval by DOD, and may be renewed or extended in accordance with Section 1601 of this agreement.

Section 3203. Distribution. The Agency will publish 150 copies in a booklet form for the Union. Distribution will also be made electronically. The Union will distribute copies to the bargaining unit members. The cover will reflect the effective date of the contract.

In witness whereof the parties hereto have executed this agreement on this DATE.

Sep 27, 1997

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SEP 22 1997


Naval Support Activity Monterey Bay
Monterey, California

Naval Postgraduate School
Monterey, California



M. J. SWEENEY
CAPT, U. S. Navy
Commanding Officer


M. J. EVANS
RADM, U. S. Navy
Superintendent


Judi Farmer
Negotiator
Head of Employee and Labor
Relations


Pete Ranzano
President, Local 1690


Mark S. Magallanes
Negotiator


H. Jay McElerry
Negotiator

William Klapp
William Klapp
Negotiator

Robert Gentry
Robert Gentry
Negotiator

Judith A. Godwin
Judith A. Godwin, USN
Negotiator

Robert Hagler
Robert Hagler
Negotiator

UNION TIME REPORT

OFFICIAL TIME REPORT
FOR UNION REPRESENTATIVES

<input type="checkbox"/> RECEIVE/INVESTIGATE GRIEVANCE	DATE: _____
<input type="checkbox"/> PREPARE GRIEVANCE	TIME LEFT: _____
<input type="checkbox"/> PRESENT/RESOLVE GRIEVANCE	TIME RETURNED: _____
<input type="checkbox"/> REPRESENTATIVE IN DISCIPLINARY ACTION	
<input type="checkbox"/> FORMAL MEETING CALLED BY MANAGEMENT	LOCATION(S) VISITED _____
<input type="checkbox"/> ARBITRATION HEARING	_____
<input type="checkbox"/> PERIODIC UNION-EMPLOYER MEETING	_____
<input type="checkbox"/> COMMITTEE MEETING	_____
<input type="checkbox"/> UNION SPONSORED TRAINING	_____
<input type="checkbox"/> NEGOTIATIONS	REQUEST INITIATED BY:
<input type="checkbox"/> OTHER (SPECIFY) _____	<input type="checkbox"/> MANAGEMENT
	<input type="checkbox"/> EMPLOYEE
	<input type="checkbox"/> UNION
SIGNATURE OF UNION REP: _____	
SIGNATURE OF SUPERVISOR: _____	