

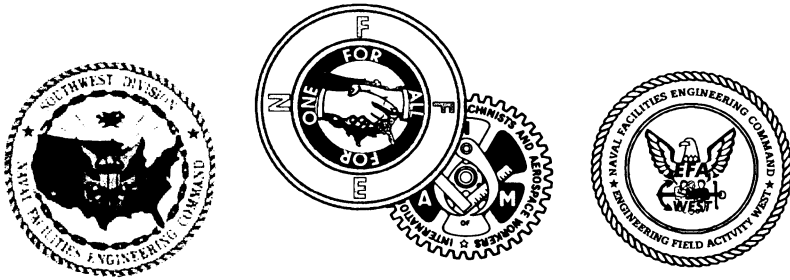
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
SOUTHWEST DIVISION  
AND THE  
ROICC OFFICES OF EFA WEST

AND

NATIONAL FEDERATION  
OF  
FEDERAL EMPLOYEES  
LOCAL 2096

INTERNATIONAL ASSOCIATION OF MACHINISTS

APPROVED BY THE DEPARTMENT OF DEFENSE ON 09 JULY, 2002



EXPIRATION 09 JULY, 2005

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PREAMBLE

SECTION 1 Pursuant to the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454), governing Labor Management Relations in the Federal Service (5 USC Paragraph 7101 et seq.), which hereinafter will be referred to as the "Act", and subject to all existing applicable statutes and regulations issued by the Office of Personnel Management, and other higher authority, the following Articles constitute an Agreement by and between Naval Facilities Engineering Command, Southwest Division, San Diego, CA., and the ROICC Offices of Engineering Field Activity West, San Bruno, CA., hereinafter referred to as the "Agency" and the National Federation of Federal Employees, Local 2096, hereinafter referred to as the "Union".

SECTION 2 The Agency and the Union representing the Unit desire to enter into a Collective Bargaining Agreement, which will have for its purpose among others the following:

- a. To promote fair and reasonable working conditions.
- b. To promote improved programs designed to aid employees and the Agency in achieving their acknowledged and recognized objectives.
- c. To promote the highest degree of morale and responsibility in the Agency.
- d. To adjust promptly all differences arising between them related to matters covered by this agreement.
- e. To promote systematic employee-management cooperation between the Agency and the employees.
- f. To provide a safe and healthful work environment.
- g. To secure cooperation in working toward obtaining maximum effectiveness of all employees in the Unit and in identifying and resolving practices which hamper efficiency.

## ARTICLE 1 RECOGNITION AND UNIT DESIGNATION

### 1.1 RECOGNITION

The Agency hereby recognizes that the Union is the exclusive representative of all employees in the Unit (as defined in 1.2 below). The Agency will recognize the duly elected officers and representatives of the National Federation of Federal Employees, Local 2096. The Union will supply the Agency in writing, and will maintain on a current basis, a list of the Union officers, including stewards' areas of representation.

### 1.2 UNIT DESIGNATION

This agreement is applicable to the Bargaining Unit as follows:

a. INCLUDED: All employees of the Department of the Navy, Southwest Division, Naval Facilities Engineering Command, including the Southwest Region; employees of the Resident Officer in Charge of Construction (ROICCs) which report to the engineering field activity Southwest Region; and the employees of the ROICCs which report to the Engineering Field Activity Central West Region.

b. EXCLUDED: All professional employees, management officials, supervisors, employees of the Engineering field Activity, Central West Regional Office; Engineering field Activity, Northwest Region; the ROICCs which report to the Engineering Field Activity, Northwest Region; and the employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

## ARTICLE 2 RIGHTS OF THE AGENCY

### 2.1 RIGHTS

It is agreed that the following rights, functions, and authority to manage unit operations and resources are vested in the Agency:

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

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees in the Agency or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees.

(2) To assign work, to make determinations with respect to contracting out, as referenced in Article 24, and to determine the personnel by which agency operations shall be conducted.

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

(a) Among properly ranked and certified candidates for promotion.

(b) Any other appropriate source.

(c) To take whatever actions that may be necessary to carry out the Agency's mission during emergencies.

## 2.2 RULES AND REGULATIONS

The Agency is vested with the rights to make rules and regulations for its operations. Rules and regulations relating to personnel policies, practices and procedures and matters of working conditions shall be governed by this Agreement and the Act. This does not preclude the Union President and the Agency from negotiating Memorandums of Understandings (M.O.U.s), for employees adversely affected, by the exercise of any management authority provided by this Article.

## ARTICLE 3 RIGHTS OF THE EMPLOYEE

### 3.1 RIGHTS

The Employees have the right to be treated with respect and professionalism by the Agency.

### 3.2 UNION MEMBERSHIP

An employee has the right, freely and without fear of penalty or reprisal, to join or refrain from joining the Union. An employee's rights or status will not be affected because of membership or non-membership in the Union. In the exercise of this right, employees and their representatives shall be free from any and all interference, coercion, reprisal, restraint, and discrimination.

### 3.3 RIGHT TO ASSIST

The Employees' rights to assist a labor organization extend to the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views and complaints to officials of the Executive Branch, the Congress, or other appropriate authority.

### 3.4 REPRESENTATION

All Bargaining Unit Employees (BUE) have the right to be represented by the Union at any formal discussion concerning conditions of employment.

a. WEINGARTEN RIGHTS (LABOR ACT 7114 (a)(2)(B)(I): As an Employee of the SWD (union member or non-member) you are entitled to request and be granted union representation in connection with an investigation by the Agency if:

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

(2) The Employee requests representation. By law, management must annually inform Employees of their Weingarten Rights. There is no requirement to inform Employees of that right before an investigatory examination is held or during the investigatory examination.

b. By law, management must annually inform Employees of their Weingarten Rights. There is no requirement to inform Employees of that right before an investigatory examination is held or during the investigatory examination.

### 3.5 OUTSIDE ACTIVITIES

Employees have the right to engage in outside activities of their own choosing, taking care that such involvement will not conflict with assigned official duties.

### 3.6 UNION WEBSITE

All Bargaining Unit Employees will be advised of the Union's exclusive recognition status by being provided with a copy of this agreement, which will be placed on the Agency's Intranet and maintained by the Union.

### 3.7 INFORMATION ABOUT THE UNION

The Agency agrees that all new or reinstated Employees will be advised of the Union's exclusive recognition status. The Union will provide a packet of information along with a copy of the Collective Bargaining Agreement to Bargaining Unit Employees after they are hired. The Union will be notified and afforded 15 minutes at the New Employee Orientation Sessions. New Employees should be scheduled for the orientation within 60 days of employment.

### 3.8 FOOD SERVICES

The Agency will provide access to a suitable lunch/break area. Lunch/break areas in existence at the time of the signing of this Agreement will remain available unless changes are made as a result of bargaining. If more than one (1) conference room is available, one (1) conference room will be utilized between the hours of 1130 and 1230 subject to availability. The lunchroom area will be kept neat and clean by the employees. If a lunchroom area is not kept neat and clean, management may initiate bargaining over the continued use of that lunchroom area.

### 3.9 SEARCHES

Employees have the right to privacy per the Fourth Amendment; however, searches and inspections of government property may be conducted in accordance with OPNAV Instruction 5580.1 and other applicable regulations. OPNAV Instruction 5580.1, Section 0404, Searches and Seizures, Paragraph 5, Procedures - Search Authorization, sub-paragraph d. provides as follows:

In conducting the search, the individual(s) having proprietary interest over the premises should be present. A copy of the authorization must be handed to the individual, and he/she should be given time to read it.

Nothing in this agreement shall prevent the agency from taking whatever action it deems necessary to protect its personnel, property or operations.

### 3.10 COMMUNICATION WITH CONGRESS

a. Employees have the right, either individually or collectively, to petition Congress or any member thereof, or to furnish representational information to either House of Congress or any committee thereof.

b. Employees may contact the Union's legislative office in order to ascertain the status of civil service matters pending before Congress.

### 3.11 CONTRIBUTIONS

The parties agree that contributions to any organizations will be at the discretion of the Employee.

## ARTICLE 4 RIGHTS AND RESPONSIBILITIES OF THE UNION

### 4.1 RESPONSIBILITIES

The Union has the right and responsibility to represent all Bargaining Unit Members with regard to all matters affecting general working conditions, or change in working conditions without discrimination and without regard to Employee membership. The Agency shall not discipline or otherwise discriminate against any Employee because he or she filed a complaint or gave testimony under the law, a grievance procedure, or any appropriate procedure for redressing wrongs to the Employee.

#### 4.2 AUTHORITY

The Agency will recognize the duly elected officers and officials/representatives designated by the Union, including Stewards. The Agency agrees that only the Union President has the authority to change or modify this agreement on behalf of the Union.

#### 4.3 NOTIFICATION

The Union will be given the opportunity to be present at:

a. Any formal discussion between one or more representatives of the Agency and one or more Employees of the Bargaining Unit concerning any grievance or personnel policy or practice or other general conditions of employment, in accordance with 5 USC 7114.

b. Any examination of any Employee in the Bargaining Unit by a representative of the US Navy in connection with an investigation if (1) The Employee reasonably believes that the investigation may result in disciplinary action against the Employee, and (2) The Employee requests representation.

#### 4.4 UNION BUSINESS

It is agreed that internal Union business such as soliciting membership, electing officers, attending Union meetings, and posting or distributing Union literature will be conducted during the non-duty hours of the employees involved. Upon request and subject to space availability and normal security limitations, the Union will be granted authority to conduct two membership drives of up to fifteen (15) calendar days per year, during non-working hours and in non-working spaces, such as conference rooms. In the event relocation of a scheduled Union meeting is required, suitable alternative space will be provided.

#### 4.5 COMMUNICATION

The Union has the right to present its views and negotiate, where appropriate and in accordance with Article 10, concerning new policy, or changes to policy, and resolutions to problems verbally or in writing at all levels of management.

#### 4.6 REQUESTS FOR INFORMATION

All Union requests for information under 5 USC 7114 (b) will be directed to the Personnel Management Advisor, Human Resources Office, Navy Region Southwest. The Agency will respond within 20 days even if the information requested is not yet available.

#### 4.7 OFFICIAL TIME FOR TRAINING

a. Official time will be granted by the Agency when requested in writing at least fourteen (14) days in advance to attend Union-sponsored training

deemed of mutual benefit to the Agency and the Union. The Union will be granted a bank of 320 hours of administrative leave annually to attend Union sponsored training. It is recognized that instances of training availability notices may occur at less than 14 days. In this instance the Agency will make an attempt to accommodate the request.

b. Official time, exclusive of the 320 hours mentioned in 4.7(a), may be used for FLRA, MSPB, FMCS, management training, and EEO sponsored labor relations training, which is of mutual benefit to both parties and approved in advance by the Southwest Partnership Council.

c. A joint Union/Management training session on the new Collective Bargaining Agreement (CBA) will be conducted within thirty (30) days of approval of the Defense Civilian Personnel Management Service pursuant to 5 U.S.C. 7114.

#### 4.8 OFFICIAL TIME FOR UNION OFFICERS

The Union President and Chief Steward, or their designated representatives, will be provided twelve (12) hours each, per week, per officer, for official representational issues. A Union official, designated in writing to the Agency by the Union, will be provided one (1) hour per day for official representational issues at EFA West. If the Union does not require the time, the time will not be used.

#### 4.9 REVIEW OF OFFICIAL PERSONNEL FOLDER (OPF)

A representative of an employee, who has been authorized in writing, by the employee, may review the contents of the OPF.

#### 4.10 COMMITTEES

If the Agency establishes, or has, a standing committee, task force, or work group dealing with conditions of employment (e.g., quality circles, safety and health committees) which includes bargaining unit employees, the Agency will give the Union advance notice and allow the Union the opportunity to designate its representative.

#### 4.11 USE OF OFFICIAL TIME

a. It is understood and agreed that the hours specified in Article 4.8 are maximums and are not to be considered as automatic grants of official time.

b. Official time will only be granted for representational and training purposes and conducted during periods which the representative would otherwise be in duty status.

c. Subject to the provisions of this Article, official time will be granted for performance of the following, but not limited to, representational activities. Such time is subject to the hours limitations established in Article 4.8.

(1) Representing employees and/or the Union in a grievance or arbitration filed under Article 8 of this Agreement. This includes attendance at grievance meetings.

(2) Representing employees in meetings with the appropriate Agency officials concerning statutory appeals those employees have filed, when requested by the employee.



(3) Representing the Union at Union initiated meetings with the Agency.

(4) Receiving employee complaints and grievances relating to working conditions or unfair treatment by the Agency.

(5) Receiving and reviewing, and responding to Agency proposals for changes in conditions of employment or change in policy of Bargaining Unit Employees.

(6) Contacting members of Congress, their staff or committees on representational matters.

(7) Conduct fact-finding of Employee complaints and grievances.

(8) Conduct Union office business including communication both verbal and written.

(9) Counsel and advise Employees of merits and complaints.

d. Union representatives who represent bargaining unit employees before the FLRA, MSPB or EEOC shall be authorized official time for such purposes as determined by these authorities. This official time is not subject to the limitations established in Section 8 of this Article.

e. Union representatives, in equal numbers to Agency representatives involved in negotiations, shall receive official time for time spent in negotiations, including attendance at impasse proceedings. This official time is not subject to the limitations established in Section 8 of this Article. This provision does apply to time spent in preparation for negotiations.

f. Union representatives requested to attend Agency initiated meetings will be authorized official time to attend. This official time is not subject to the limitations established in Section 8 of this Article.

g. If a Union representative demonstrates a legitimate need for additional time for representational issues, Agency will grant such additional time that is reasonable, necessary, and in the public interest. The representative will submit the request to the supervisor in writing prior to using additional official time.

h. Time shall not accumulate from one representative to another, nor from month to month. If a representative acts for another representative receiving official time, the acting representative will be using the time allotted for the position of the absent representative.

#### 4.12 RELEASE TO PERFORM REPRESENTATIONAL DUTIES

a. When a representative needs official time to perform his/her duties it will be requested on an individual case-by-case basis. All requests for the use of official time must be approved by the representative's supervisor prior to the representative leaving his/her work location.

b. The representative will inform his/her supervisor of the approximate amount of official time that will be needed, the location where the representative will be performing the representational duties and a general description of the duties (e.g. employee complaints, ULPs, investigations). If the representative requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for reasonable additional time.

c. Normally a representative will be released when requested unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the representative will be released as soon as possible and within a reasonable time. If official time needed to perform representational duties cannot be agreed upon by the supervisor and the union representative, then the union may request negotiations to establish a reasonable time for their representational duties.

d. If a visit to a bargaining unit employee at another location is required, the representative or the employee must obtain prior permission from the supervisor of the employee before entering.

e. The representative will inform his/her supervisor upon return to his/her official duties. If the supervisor is absent, the representative will leave a note (written or electronic) documenting the time of the return.

#### 4.13 BARGAINING UNIT EMPLOYEES

a. Employees who are members of the bargaining unit may be authorized a reasonable amount of time to meet with their representative to discuss a pending or potential grievance.

b. Employees who are members of the bargaining unit but who are not designated union representatives may represent a bargaining unit member. This individual will be authorized a reasonable amount of time to prepare and present grievances filed under the provisions of Article 8 of this Agreement.

c. Time granted under this section will be authorized only for periods during which the employee is otherwise in a duty status.

d. Employees must obtain prior approval from their supervisor before using such time. The employee must inform his/her supervisor where he/she will be and the approximate time required.

e. Requests for use of time to contact a Union representative will normally be granted provided that no urgent workload or emergency exists. In the event that urgent workload or an emergency precludes release at the time requested, the supervisor will release the employee as soon as feasible.

f. Employees will inform their supervisors upon return to official duties.

(1) If the supervisor is absent, the employee will leave a note, written or electronic, documenting the time of return.

(2) If the employee requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for additional time.

#### ARTICLE 5 UNION REPRESENTATION

##### 5.1 REPRESENTATION BY LOCAL OFFICERS

All elected and appointed local officers may provide representation under the collective bargaining agreement.

##### 5.2 DESIGNATION OF UNION STEWARDS

The Union may designate stewards within the Unit. The number of stewards shall be that reasonably required to assure each employee in the Unit ready

access to a steward at each ROICC office and at the headquarters office. The activities of the stewards will be limited to their group and location except that in the absence of a steward at any office, or an actual or perceived conflict of interest, a lead steward appointed by the Union shall represent those employees. This listing shall be in writing and kept current by the Union.

### 5.3 RESPONSIBILITIES OF UNION STEWARDS

It is mutually agreed that the responsibilities of the steward performed during working hours include but are not limited to:

a. Advising the Agency and/or the Union of potential problem areas with a view to improving working conditions, for the prevention of complaints, and for the benefit of the parties.

b. Seeking to determine the merits of an employee's complaint through fact finding. .

c. Advising the employee on the merits of the complaint and on the action it deserves; however, stewards will not solicit complaints or grievances.

d. Advising employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussion with their immediate supervisor.

e. Assisting the employee in presenting a valid complaint to appropriate supervisory personnel, when the employee so requests.

### 5.4 NOTIFICATION OF SUPERVISORS

When an employee wishes to see his/her steward to discuss work related matters within the scope of this Agreement, he/she shall so notify his supervisor. The steward shall obtain permission from his/her supervisor before leaving his assigned work area to respond to the request of an employee to review and investigate a grievance or complaint directly related to the working condition of the employee concerned. The steward shall also obtain permission from the supervisor of the employee being contacted. If the employee's or the steward's immediate supervisor is not available, permission to leave the assigned work area will be obtained from higher authority in the chain of command. Permission will be granted at the time of request unless work requirements do not permit. In such cases, a time shall be arranged by the supervisor and the steward concerned. Upon completion of his business, the steward shall inform his supervisor on return to his work area. Stewards will be granted a reasonable amount of time away from their assigned duties for representation. This is exclusive of travel time.

### 5.5 PROHIBITED ACTIVITIES

The Agency agrees that there shall be no interference with, restraining, or coercion of Union officers or stewards by Agency officials because of performance of their official Union duties.

### 5.6 REASSIGNMENT OF UNION OFFICIALS

The Agency agrees to consider the responsibility of Union officers and stewards when reassignments or shift changes are contemplated. The Agency will notify the President of the Union of any permanent reassignment of a Union officer or steward.

## ARTICLE 6 AGENCY-UNION COOPERATION

### 6.1 ROICC/STEWARD MEETINGS

The Agency and the Union agree to have periodic ROICC-Steward meetings, at least quarterly, unless mutually cancelled, to resolve questions at that office. Individual grievances will not be taken up during these meetings.

### 6.2 LABOR MANAGEMENT COMMITTEE

The Agency and the Union will establish a Joint Labor-Management Committee for the purpose of discussing items such as policies, practices and procedures related to working conditions of the Unit.

a. The Committee will consist of six (6) members, three (3) representing management and three (3) representing the Union.

b. Agenda items and names of Committee members will be exchanged fifteen (5) days in advance

c. The Committee will meet quarterly unless mutually agreed otherwise.

### 6.3 COMMANDER, SOUTHWEST DIVISION AND UNION PRESIDENT MEETINGS

The Commander, Southwest Division and/or his/her representative and Union President and/or his/her representative will meet upon request for either party to resolve problems between the AGENCY and the Union. Individual grievances will not be taken up during the meetings.

## ARTICLE 7 DISCIPLINARY AND ADVERSE ACTIONS

### 7.1 AGENCY RESPONSIBILITY

The Parties agree that the Agency has the right and responsibility to discipline or take adverse action against unit employees to correct deficiencies in employee behavior which interfere with the efficient operation of the agency. The basic procedures and rights of employees, as outlined in appropriate regulations, shall be observed in handling disciplinary and adverse actions. Such actions must be based on just cause, and be consistent with limitations agreed to in this contract or other written agreements between the parties, applicable laws and regulations, and be fair and equitable.

### 7.2 DISCIPLINARY ACTIONS

a. For the purpose of this article, a disciplinary action is defined as written reprimand or suspension of fourteen (14) calendar days or less. Letters of caution and letters of requirement are not disciplinary actions, but are grievable under Article 8. Letters of reprimand will remain in the employee's official personnel folder for a period of two (2) years.

b. A thorough investigation to determine the pertinent facts shall be made before deciding if disciplinary action is warranted. Prior to issuing a letter of reprimand, the supervisor will meet with the employee to advise the employee of the charges, the possibility of discipline and allow the employee to respond to those charges. Before issuing a letter of reprimand or suspension without pay of 14 days or less, the supervisor will give the employee and his/her representative, if he/she chooses to have one, the opportunity to present his/her side of the matter. The employee must be afforded and made aware of all the rights and privileges due him/her either orally or in writing. The employee and/or his/her representative shall be given the opportunity to review the evidence against him/her and to reply in accordance with applicable regulations to the charges orally, and/or in writing, using the assistance of the Union if desired. Both the employee and

his/her representative shall be given reasonable time (a minimum of 3 days) to review such evidence and prepare a reply. After considering the employee's response, the supervisor will determine what further action, if any, may be appropriate.

c. If the Unit employee elects in writing to be represented by the Union in a disciplinary action, copies of all correspondence addressed to the employee will also be furnished to the Union concurrently with notification to the employee.

d. Employees receiving warnings or disciplinary actions shall be advised in the employee's letter of caution or letter of discipline that they may grieve/appeal the decision under the negotiated grievance procedure contained herein and of the time limit on filing the grievance/appeal.

### 7.3 ADVERSE ACTIONS

a. Adverse actions covered by this Article are removal, suspensions for more than fourteen calendar (14) days, reduction in grade or pay, or furlough for thirty calendar (30) days or less.

b. It is agreed that a unit employee, against whom an adverse action is proposed, is entitled to:

(1) At least 30 days' advance written notice (unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed) stating:

(a) The specific reasons for the proposed action;

(b) The name and title of the official designated to hear an oral reply and/or receive the written reply (the official so designated must have authority to either make or to recommend a final decision on the proposed adverse action);

(c) The employee is allowed reasonable time, but no less than 10 calendar days to answer orally and in writing;

(d) The right of the employee or the employee's representative to review or obtain the material which is relied upon to support the reasons given in the notice; and

(e) If appropriate, the basis of selecting a particular employee for furlough, when some but not all employees in a given competitive level are being furloughed, and the reason for the furlough.

(2) A reasonable amount of official time to review or obtain the material relied upon to support the proposal and to prepare an answer and to secure affidavits, if the employee is otherwise in an active duty status.

(3) A reasonable time, but not less than 10 calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

(4) Be represented by an attorney or other representative.

(5) A written decision at the earliest practicable date, normally within 30 days.

(6) The written decision will:

(a) Consider only the reasons specified in the notice of proposed action.

(b) Specify the reasons for the decision, considering the following, as appropriate:

1. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional, technical, or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

3. The employee's past disciplinary record.

4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties.

6. The consistency of the penalty with those imposed upon other employees for the same or similar offense

7. The consistency of the penalty with any applicable agency table of penalties.

8. The notoriety of the offense or its impacts upon the reputation of the agency.

9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

10. The potential for the employee's rehabilitation.

11. Any mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter.

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

(c) Consider any answer of the employee and/or the employee's representative made to a designated official.

(d) Be signed by an official in a higher position than the official who proposed the action.

(e) Specify the employee's right of appeal which is to the Merit Systems Protection Board (MSPB) or to file a grievance under negotiated grievance procedure, but not both.

(f) Provide the time limits for filing an appeal to MSPB, the address of the appropriate Board office for filing the appeal, a copy of the

Board's regulations and a copy of the Board's appeal form and the name and telephone number of the Local Union President.

(g) Be delivered to the employee on or before the effective date of the action.

#### 7.4 CRIME PROVISION

a. When the crime provision is invoked, the Agency may effect an action in less than 30 days following the advance written notice. Agency may require the employee to furnish any answer to the proposed action and affidavits and other documentary evidence in support of the answer within such time as under the circumstances would be reasonable, but not less than seven calendar days following receipt of the written notice.

b. When the circumstances require immediate action, the Agency may place the employee in a non-duty status with pay for such time as is necessary to effect the action.

c. Employees in receipt of an advance notice may request, within the designated time limits, additional time to respond orally and in writing. If the request is not made within the designated time limits, a written justification must be submitted supporting the reason(s) for being late. The official designated to accept the response will make a decision regarding such request.

d. The thirty (30) day advance written notice is not required for a suspension of more than fourteen (14) days and during the notice period of a removal or an indefinite suspension when the circumstances are such that retention of the employee in an active duty status during the notice period may be injurious to the employee, fellow workers, or the general public, may result in damage to government property, or because of the nature of the employee's offense, may reflect unfavorably on the public perception of the Department of the Navy. The activity shall include in the notice of suspension the reasons for not retaining the employee in an active duty status during the notice period of a removal or indefinite suspension.

e. If an employee chooses to have Union representation, the representative from the immediate locality of the employee's place of work will be given first consideration. In cases where a representative is not available or a conflict of interest exists, the Union President or chief steward will appoint a steward.

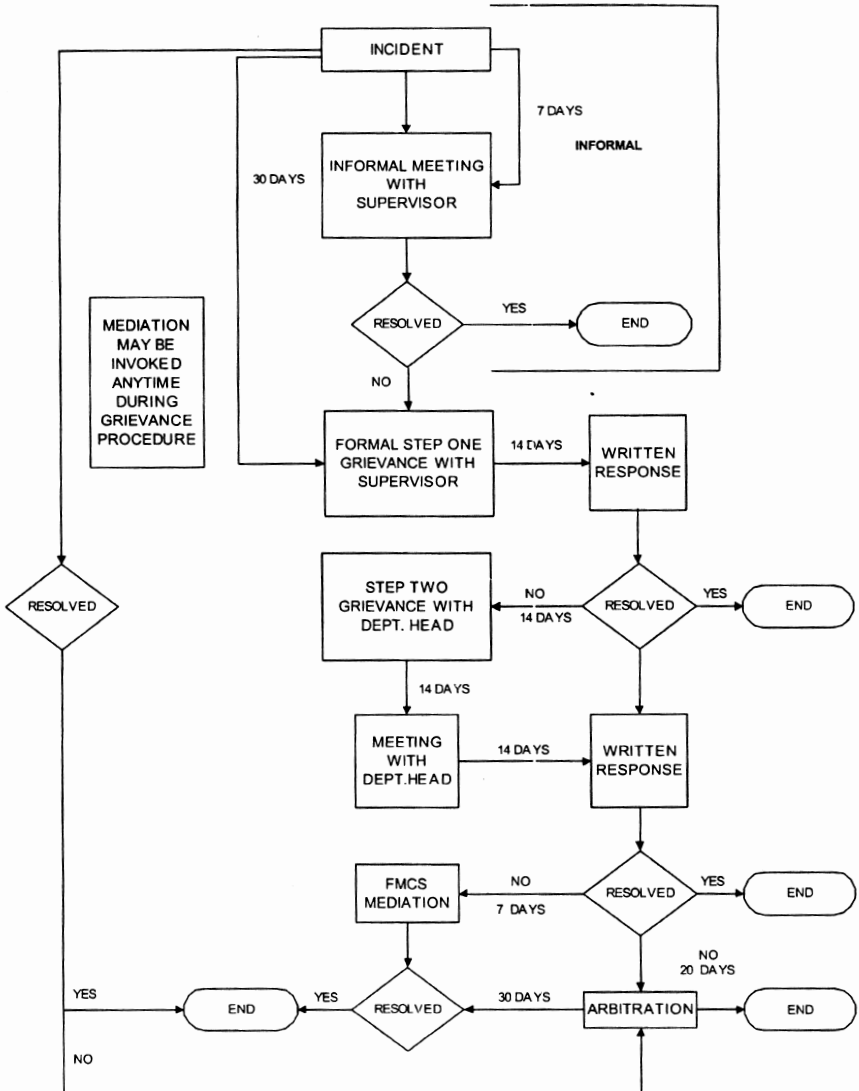
### ARTICLE 8 NEGOTIATED GRIEVANCE PROCEDURE

#### 8.1 INFORMAL PROBLEM RESOLUTION

It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible informally. Most complaints arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the lowest level immediate supervisor. Such meetings should take place within 7 calendar days from the date of the incident giving rise to the grievance, or the employee becoming aware of the incident. Since the prompt settlement of complaints is desirable in the interest of sound labor-management relations, the Parties agree that employees will attempt to discuss their concerns or complaints with their immediate supervisor prior to filing a grievance. Employees may contact a Union representative prior to such meetings. A Union representative will attend such meeting if requested by the employee.

#### 8.2 GRIEVANCE PROCEDURE CHART (PAGE 15)

## NFFE LOCAL 2096





### 8.3 COMPLAINTS THAT CONSTITUTE A GRIEVANCE

A grievance is any complaint:

a. By any employee in the Bargaining Unit concerning any matter relating to the employment of the employee, such as but not limited to discipline, pay, or performance evaluations;

b. By the Union concerning any matter relating to the employment of an employee in the Bargaining Unit;

c. By any employee in the Bargaining Unit, the Union, or the Agency concerning;

(1) The effect or interpretation, or a claim of a breach of this agreement;

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation or Agency policy affecting conditions of employment.

### 8.4 GRIEVANCE PROCEDURE GUIDELINES

This negotiated grievance procedure shall:

a. Be fair and simple,

b. Provide for expeditious processing, and

c. Include procedures that assure the exclusive representative the right, in its own behalf or on the behalf of any employee in the unit represented by the exclusive representative, to present and process grievances; assure such an employee the right to present a grievance on the employee's own behalf; assure the exclusive representative the right to be present during their grievance proceeding; and provide that any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration which may be invoked by either the exclusive representative or the agency.

### 8.5 GRIEVANCE PROCEDURE EXCEPTIONS

The negotiated grievance procedures does not apply with respect to any grievance concerning:

a. Any claimed violation of 5 USC 7321 (relating to prohibited political activities);

b. Retirement, life insurance, or health insurance benefits;

c. A suspension or removal for National Security under 5 USC 7532;

d. Any examination, certification, or appointment;

e. The classification of any position which does not result in the reduction of grade or pay of an employee;

f. EEO complaints;

g. Adoption or non-adoption of a suggestion;

h. Termination of a temporary promotion;

i. Appeals relative to contracting out which are subject to processing in accordance with OMB Circular A-76.

#### 8.6 GRIEVANCE PREPARATION TIME

Reasonable time during working hours will be allowed for employees and Union representatives to prepare and present grievances, including attendance at meetings with Agency officials. Reasonable time for preparation of grievances will be granted. However, more time will be granted as deemed appropriate on a case-by-case basis. At each step of the grievance procedure, the Union and the Agency shall be permitted to call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for so serving.

#### 8.7 MEDIATION

At any point in the grievance process the parties may request the services of a mutually acceptable mediator. If the mediator agrees to serve, the mediator will meet with the parties and attempt to resolve the grievance through voluntary methods.

#### 8.8 GRIEVANCE STEPS

##### STEP 1

The grievance shall be taken up in writing by the concerned employee or Union representative with the first level supervisor in an attempt to settle the matter. Grievances must be presented within thirty (30) calendar days from the date of the incident giving rise to the grievance, or the grieving party becoming aware of the incident, or within 7 calendar days of the supervisor's response from the meeting between the employee and the supervisor at the informal problem resolution stage discussed in 8.1. In presenting a grievance, the employee, if he/she so desires, may be represented by the Union. The Union has a right to be present at any such meeting even if the employee does not desire Union representation. The first level supervisor shall give his/her decision in writing within fourteen (14) calendar days and will respond to specific issues and points of justification raised by the grievant and assure that the decision is clearly communicated to the employee and Union representative. If the employee does not understand the decision, the supervisor will provide clarification.

##### STEP 2

If a satisfactory settlement has not been reached at Step 1, the aggrieved may, within fourteen (14) calendar days after receipt of the first step decision, forward the grievance in writing to the Department Head for further consideration. Upon request, the Department Head or his/her designated representative will meet within fourteen (14) calendar days at a designated location with the employee and his/her union representative and a reasonable number of witnesses who have direct knowledge of the facts concerning the grievance meeting will be conducted by telephone when mutually agreeable. The Department Head shall give his written decision and will respond to specific issues and points of justification raised by the grievant and assure that the decision is clearly communicated to the employee and Union representative within fourteen (14) calendar days after the date of the meeting. If the employee does not understand the decision, the Department Head will provide clarification. If a decision is not satisfactory, the grievance may be referred to arbitration.

#### 8.9 TIME LIMITS

Time limits in this article may be extended by mutual consent of the Parties. The Parties agree to respond to the grievance within the time frame allowed. However, if the parties are unable to respond within the time frames, the reason for the delay will be stated, and an automatic seven (7) day extension of the time limits will be granted. When information is requested from a Party that is needed to process a grievance or determine if a grievance exists, the time limits will be extended equal to the amount of time from receipt of the request to receipt of the information. Failure of the grievant to meet the time limits, or to request and to receive an extension of time, shall automatically cancel the grievance, unless mitigating circumstances prevail. Once arbitration has been requested, delays must be by mutual agreement. If one party causes the delay without the consent of the other party, they may be required to pay 75% of the arbitrator's fees and expenses. If both parties have caused the delay without agreement to delay, the fees and expenses will be born equally. If the parties are unable to agree on the responsibility for payment of the fees and expenses, the arbitrator will be asked to rule on this issue.

#### 8.10 GRIEVING ACTIONS OF HIGHER LEVEL SUPERVISION

a. If the basis of the grievance is an action or decision of a supervisor at a higher level than a first level supervisor, but below the Department Head, then the Step 1 grievance shall be submitted to the individual who took the grieved action via the supervisors in the chain of command.

b. If the basis of the grievance is an action or decision of a Department Head, the Step 1 grievance process will be omitted and a Step 2 grievance shall be submitted to that Department Head via the supervisors in the chain of command.

c. If the basis of the grievance is an action or decision of an Agency Official above the Department Head, the Step 1 grievance process will be omitted and a Step 2 grievance shall be submitted to the Department Head via the supervisors in the chain of command.

d. Time for Agency response begins when the grievance is received by the first line supervisor.

#### 8.11 DISPUTES

Should any grievance arise between the Agency and the Union, the moving party (either Union or Agency) will inform the other party in writing of such grievance within fifteen (15) calendar days of the occurrence which gave rise to the grievance, or fifteen (15) calendar days after the grievant becomes aware of the event or occurrence prompting the complaint. The President of the Union and the Commanding Officer (or their designees) will within fifteen (15) calendar days of such notification make an earnest effort to resolve the matter through consultation and discussion. Within fifteen (15) calendar days of the attempted resolution, the respondent party will reply in writing to the moving party on its position concerning the disputed issue(s). If, upon receipt of the respondent's reply, the matter remains unresolved, the moving party may refer the grievance to arbitration (or mediation only if both parties agree) under the provisions of Article 9. Prior to submission of any such grievance to arbitration, the parties shall attempt to confirm in writing the issue(s) to be submitted to the arbitrator.

#### 8.12 ALTERNATIVE DISPUTE RESOLUTION

The parties agree that any form of Alternative Dispute Resolution that is agreeable to the parties may be utilized at any point in the grievance process.

#### ARTICLE 9 ARBITRATION

##### 9.1 FAILURE TO SETTLE GRIEVANCE

If the Agency and the Union fail to settle any grievance pursued in accordance with the negotiated grievance procedure provided for in Article 8 of the Agreement, then such grievances shall, upon written request by either party within twenty (20) calendar days of the Agency's final decision, be submitted to arbitration.

##### 9.2 SELECTION OF ARBITRATORS

Within seven (7) calendar days from the date of receipt of the arbitration request, the parties will mutually agree upon a known arbitrator, or will request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbitrators. The parties shall communicate within seven (7) calendar days after the receipt of such list. 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 shall then repeat this procedure. The right to strike the first name shall be determined by a coin toss. The remaining name shall be the duly selected arbitrator. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

##### 9.3 ARBITRATION FEES

The arbitrator's fees and expenses shall be borne equally by the Agency and the Union unless there is a ruling by the arbitrator that either party has been unreasonable in pursuing the case to arbitration. In such circumstances, the arbitrator may rule that the fees and expenses will be borne in such proportion as the arbitrator rules are justified by the facts presented.

##### 9.4 ARBITRATION ALTERNATIVES

The process to be utilized by the arbitrator may be one of the following:

a. "A stipulation of facts to the arbitrator" can be used when both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are jointly submitted to the arbitrator with a request for decision based upon the facts presented.

b. "An arbitrator inquiry" can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he/she deemed necessary, e.g., inspecting work sites, taking statements, etc.

c. A submission to "arbitration hearing" can be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case a formal hearing is convened and conducted by the arbitrator.

The parties may mutually agree on a "stipulation of facts to the arbitrator". The arbitration hearing will be held, if possible, on the Agency's premises and during regular working hours. Employees of the Unit who participate in the hearing, will be in pay status, excused from duty, and no overtime will be

paid. If the parties cannot mutually agree to the arbitration process, the arbitration hearing will be used.

#### 9.5 ARBITRATOR DECISION TIMEFRAME

The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

#### 9.6 LIMITS ON ARBITRATION

Arbitration does not extend to interpretation to changes made by the Department of the Navy or higher authorities. It is further agreed that an arbitrator shall not change, modify, alter, delete or add to the provision of this Agreement as such right is the prerogative of the contracting parties only.

#### 9.7 ARBITRATOR'S FINAL DECISION

The arbitrator's award shall be final and binding on both parties, and his/her remedy shall be effected in its entirety unless an exception is filed to the Federal Labor Relations Authority (FLRA), or judicial review is requested, as provided by 5 USC 7122 and 5 CFR 2425.1.

### ARTICLE 10 NEGOTIATION

#### 10.1 OBLIGATION TO BARGAIN

It is the mutual obligation of the parties to meet or otherwise communicate at reasonable times, on a timely basis, and bargain in a good faith effort to reach agreement with respect to conditions of employment and/or working conditions, in a manner which will further the public interest.

#### 10.2 LAW AND GOVERNMENT WIDE REGULATIONS

a. It is understood that no provisions of this agreement shall nullify or invalidate the rights of the employees or the Union established by Title V, other statutes or regulations or appropriate authority; nor shall it relieve the Agency of the responsibility to negotiate with the Union on the policies, practices, and procedures used in exercising its right. To extent that provisions of any activity instructions or directive within the discretion of the Agency may be in conflict with this agreement, the provisions of this agreement shall govern.

b. 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 (e.g. FLRA, OPM, DOL), including policies set forth in the Federal Personnel Manual (FPM); by published agency (e.g. DOD, DON) policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities. The requirements of this Section shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Agency and the Union.

#### 10.3 IMPLEMENTATION OF CHANGES IN CONDITIONS OF EMPLOYMENT

The Agency may implement changes in conditions of employment not covered by this Agreement once the Union has been notified officially in writing or by e-mail of the proposed change and been given an opportunity to request bargaining. Negotiations, if necessary, will be completed before

agree that there are unique work and shift schedules for Employees such as ADP shift workers.

(1) Except in cases of emergency, requests for annual leave must be approved prior to the Employee going on leave. An Employee who has leave accrued will be granted annual leave, provided the Agency has been given reasonable advance notice by the Employee in order for the Agency to make a decision based upon workload considerations.

(2) When an Employee requests leave at least one week in advance for a period of less than one basic work week, the AGENCY will approve/disapprove the request as promptly as possible after submission (i.e., 2-3 work days).

(3) All other leave requests will be submitted as far in advance as possible and approved or disapproved promptly.

c. UNSCHEDULED ANNUAL LEAVE FOR EMERGENCY PURPOSES. Employees are expected to request annual leave for emergency purposes by contacting their work site prior to the start of their scheduled work shift, but no later than two hours after the beginning of the scheduled work shift. Normally, unscheduled annual leave will be granted on a case-by-case basis. The supervisor will consider extenuating circumstances in the event notice is not received within that two-hour period. If the Employee is prevented from personally contacting the work site, notification of the absence may be made by another responsible person; however, in all instances the Employee is responsible for assuring that notification is made. Notification to the designated work site must include the Employee's name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself, assure that leave will be approved. If the Employee speaks directly to the approving authority, the Employee should assure leave is approved for the amount of time requested unless specifically disapproved at that time. If the Employee anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the work site, indicating the anticipated length of the absence. The Employee will submit a SF-71 to the supervisor upon return to work.

d. SCHEDULING EXTENDED ANNUAL LEAVE

(1) To receive priority consideration, requests for annual leave for extended periods of time, of one or more basic work weeks, will be submitted to the Agency no later than 1 March of each year. The Parties agree that Employees who do not request annual leave for extended periods by 1 March still may do so at anytime during the leave year, provided the Employee's request does not conflict with the choice of another Employee who has requested leave by 1 March.

(2) In establishing the leave schedule, the AGENCY will give full consideration to the Employee's preferred leave period. When it is necessary to restrict the number of Employee granted leave during a particular period and conflicts in scheduling occur, the supervisor will confer with the Employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, the supervisor will use the earliest service computation date as the deciding factor. Employees affected by a necessary change in the leave schedule shall have the right to have their leave rescheduled. At an Employee's request, the Agency may approve a change in selection provided another Employee's previously approved choice is not affected. Requests for the same leave period submitted after 1 March will be considered on a "first come, first served" basis.

e. DISAPPROVAL OF ANNUAL LEAVE. If annual leave is disapproved, the specific reasons for the disapproval will be written on the SF-71 and the form

implementation, unless implementation is necessary prior to the completion of bargaining, such as when directed by higher authority, or driven by implementation schedules involving remodeling, contractors, leases or employee safety, the parties agree to make an earnest effort to complete bargaining. Once commenced, negotiations will continue until mutual agreement can be reached or, if necessary, Federal Mediation and Conciliation Service and/or Federal Service Impasse Panel resolution.

#### 10.4 THE NEGOTIATION PROCEDURES ARE AS FOLLOWS:

a. The Agency will furnish the Union with two (2) copies of proposed changes affecting conditions of employment. The Agency may provide notification by e-mail referencing appropriate articles and sections of this agreement.

b. The Union has fifteen (15) calendar days after receipt of the proposed change(s) to request negotiation. Extensions of up to ten (10) calendar days may be given upon request.

#### 10.5 DELEGATION OF AUTHORITY

The Agency will notify the Union who is delegated to represent the Agency and what authority is vested with that representative. Either party can request that an agreement be put in writing. Authorized HRO representative signatures made on behalf of the Agency are binding on the Agency. Agreements will be in accordance with this CBA unless a written exception to this agreement is authorized by the parties. Only the Union president is authorized to sign such exceptions on behalf of the Union.

#### 10.6 OFFICIAL TIME FOR UNION NEGOTIATORS

Union negotiators, who are Unit employees, in numbers equal to management, will be entitled to official time (as defined in Article 4), and travel and per diem (as defined in Article 22), for contract negotiations.

#### 10.7 PAST PRACTICES

Privileges of employees which by custom, tradition, and known past practice have become an integral part of working conditions may be modified through negotiating and bargaining.

#### 10.8 WRITTEN AGREEMENTS

Once an agreement has been reached between the Union and Management, Management will provide the Union written documentation of the negotiated tentative agreement for ratification.

### ARTICLE 11 LEAVE AND RELATED ADMINISTRATIVE PROCEDURES

#### 11.1 ANNUAL LEAVE

a. PURPOSE. It is mutually agreed that annual leave is a right of the Employee. Employees shall earn annual leave in accordance with applicable statutes and regulations. It is further understood that any condition, requirement, or scheduling procedure identified herein pertains to bargaining Unit Employees.

b. REQUESTING ANNUAL LEAVE. All request for annual leave must be submitted on a SF-71 "Application for Leave" form. Supervisors are responsible for prompt approval/disapproval of leave requests. Every reasonable attempt will be made to satisfy the desire of the Employee with respect to approval of annual leave for birthdays, religious holidays, funerals, etc. The Parties

will be returned to the Employee within a reasonable time period. Failure of an Employee to comply with the procedures of this section may or may not result in the leave request being disapproved.

f. CANCELLATION OF PREVIOUSLY APPROVED ANNUAL LEAVE. When leave has been requested and approved, the Agency will not cancel leave approval except to meet situations of emergency or operating problems. When previously approved leave must be cancelled, the Employee will be advised of the reason for the cancellation as soon as possible after the need has been determined. Every effort shall be made to accommodate the Employee to reschedule the leave.

g. ADVANCE ANNUAL LEAVE. Upon written request by the Employee and with reasonable justification to the AGENCY, annual leave may be advanced to the EMPLOYEE subject to the following conditions:

(1) The amount of leave advanced may not exceed that which will be earned during the remainder of the leave year.

(2) There is a reasonable expectation that the Employee will return to duty for a period of time sufficient to repay the advance.

h. USE OR LOSE LEAVE. It is the Employee's responsibility to request scheduling of use or lose leave. Failure of an Employee to request scheduling of annual leave at least six months prior to the end of the leave year will not be the basis for restoration of any excess annual leave forfeited.

i. CONFIDENTIALITY. Cumulative lists that show the accrual and use of annual leave of bargaining Unit Employee by name shall not be circulated among other bargaining Unit Employees nor posted on bulletin boards.

j. FAMILY AND MEDICAL LEAVE ACT (FMLA). In conjunction with or in lieu of annual leave, and in accordance with the Family and Medical Leave Act of 1993, an Employee shall be entitled to a total of 12 administrative workweeks of non-paid leave during any 12-month period for purposes as defined by the statute. See Section 10 of this article.

## 11.2 SICK LEAVE

a. The Parties recognize the value of sick leave and agree to encourage Employees in sick leave conservation so it will be available when needed. The PARTIES further agree that sick leave documentation and information will be strictly handled in a confidential and discreet manner. The Parties also agree to communicate as appropriate, with mutual trust and respect, during the sick leave period. When sickness occurs within a period of annual leave the Agency may grant sick leave for the period of sickness.

b. SICK LEAVE CRITERIA. Employees accrue sick leave in accordance with statute and appropriate regulations. Sick leave is an Employee benefit to be used for:

(1) Absence required by illness or injury;

(2) Medical appointments, including travel time;

(3) Pregnancy and associated confinement;

(4) To give care and attendance to family members who are ill with a contagious disease and, when through exposure to the contagious disease the presence of the Employee at work would jeopardize the health of others;



(5) As provided in the Federal Employee Family Friendly Leave Act (FEFFLA);

(6) as provided in the FMLA.

c. REQUEST FOR SCHEDULED SICK LEAVE. An Employee shall submit a written request (SF-71) for such leave in accordance with established procedures. Except for an emergency situation, request for sick leave shall be made as far in advance as possible.

d. EVIDENCE IN SUPPORT OF SICK LEAVE

(1) The Agency shall grant sick leave when supported by administratively acceptable evidence, and the Employee has adequate sick leave available to cover the absence. As used in this section, the term Administratively Acceptable Evidence is defined as that evidence a REASONABLE person would accept as sufficient to cover the period of absence. The procedures below apply only to Employees with an 80-hour biweekly work schedule. The Partnership Councils may negotiate sick leave procedures for EMPLOYEES with other than an 80-hour biweekly work schedule.

(2) Unit Employees shall not normally be required by the Agency to furnish medical certification to justify a request for the approval of sick leave for three consecutive workdays or less except for the following conditions:

(a) The Employee is currently under a Letter of Requirement to do so or,

(b) The Employee's explanation of the reasons for the absence are not administratively acceptable to the AGENCY or,

(c) The Employee has been directed to work on a holiday, perform overtime or has had leave disapproved and cannot report as a result of claimed incapacitation for duty as a result of illness or injury.

(3) Letter of Requirement to provide medical certification will be reviewed by the supervisor after six months.

(4) Except as otherwise provided, absences for reason of illness or injury, which extend more than three consecutive work days, will be verified by:

(a) The statement of a physician or other licensed practitioner, or

(b) The Employee's certification (SF-71) as to the reason for their absence is administratively acceptable evidence to the Agency. If the Employee cannot obtain such a statement because the illness did not require the services of a physician or for other reasons deemed good and sufficient by the Agency, the Employee shall provide at the Agency's discretion, either a personal written statement regarding the particulars surrounding the absence or other administratively acceptable evidence.

(c) SICK LEAVE NOTIFICATION. Except for pre-approved sick leave, Employees are expected to contact their work site prior to the start of their scheduled work shift, but no later than two hours after the beginning of their shift. Employees assigned to the second and third shifts shall normally call no later than four hours prior to the start of their shift. The supervisor will consider extenuating circumstances in the event notice is not received within the designated call-in period. Notification does not, in itself,

assure that leave will be approved. The Agency will inform Unit Employees of the procedures for notification.

(d) ADVANCING SICK LEAVE. When there is reasonable expectation that an Employee will return to duty in cases of serious illness or disability, an Employee may be advanced sick leave up to the maximum as established by law provided that:

1. The Employee submits a written request to the supervisor prior to the desired effective date of the advance leave unless prevented from doing so by the disability or illness. The Employee's request must be supported by medical documentation.

2. There is reasonable assurance that the Employee will return to duty for a sufficient period of time to earn the sick leave that is advanced.

3. All earned sick leave to the Employee's credit is exhausted before the date the advanced leave is to begin.

e. OTHER SICK LEAVE PROVISIONS

- (1) LEAVE DONOR PROGRAM. In accordance with applicable laws, regulations and statutes an Employee who has been affected by a medical emergency, has no sick leave accrued and has exhausted all available sick leave, may make written request to the AGENCY to become a leave recipient under the leave donor program. See Section 8 of this Article.

- (2) FEDERAL EMPLOYEES FAMILY FRIENDLY LEAVE ACT (FEFFLA). Employees may use their accrued sick leave to care for family members who have conditions for which an Employee would qualify for sick leave if affected personally. This also covers arrangements for or attendance at funerals for family members. Requests for such leave shall be made in writing using the SF-71 stating the following on the application, "This leave is requested under the Family Friendly Leave Act." See Section 9 of this Article.

- (3) FAMILIES AND MEDICAL LEAVE ACT (FMLA). In conjunction with or in lieu of sick leave, and in accordance with the Family and Medical Leave Act of 1993, an EMPLOYEE shall be entitled to a total of 12 administrative workweeks of non-paid leave during any 12-month period for purposes as defined by statute. See Section 10 of this Article.

11.3 LEAVE WITHOUT PAY

- a. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty granted upon an Employee's request. The permissive nature of LWOP distinguishes it from Absence Without Leave (AWOL), which is an absence from duty that is not authorized or approved. Authorizing LWOP is a matter of administrative discretion by the Agency and as amplified in this Agreement, except as otherwise provided by law and regulations.

- b. In fairness to all Parties, LWOP requests will be submitted to the Agency as far in advance as possible prior to the date the requested leave is to begin. The request will either be approved or disapproved by the Agency based on legitimate workload considerations, fairness, and the basis for the request.

- c. The Agency recognizes the obligation to return a Unit Employee to duty at the expiration of a period of approved LWOP to a position and rate of pay to which the Employee is entitled by applicable regulations.

d. The FMLA entitles an Employee to a total of 12 administrative workweeks of non-paid leave during any 12-month period for purposes as defined by statute. See Section 10 of this Article.

e. Upon receipt of a proper request, the Agency will consider granting leave without pay to one Union Official to accept a temporary position with the national organization of the National Federal of Federal Employees. Leave without pay shall be limited to one year in any instance. Upon return to duty, the employee will be restored to a job of like grade pay for which he or she qualifies.

f. Employees pursuing formal education improvement, mutually agreed upon as being potentially beneficial to the Agency, may be granted leave without pay for periods up to one year on a single application.

g. Leave without pay for periods up to one year, in any single application, shall be discretionary with the AGENCY. However, employees in substantially like circumstances shall receive similar consideration.

h. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. Leave without pay may also be granted on an extended basis for an employee awaiting action on a disability retirement, or OWCP claim.

i. Upon request, leave without pay may be granted for illness if the employee has exhausted all his/her sick leave.

j. Military spouses will normally be approved for LWOP upon receipt or execution of "Permanent Change of Station" orders of their military spouses.

#### 11.4 ADMINISTRATIVE LEAVE

##### a. GENERAL

For the purpose of this Article, administrative leave is defined as an excused absence from duty without loss of pay and without charge to annual or sick leave.

##### b. VOTING AND REGISTRATION

(1) An eligible Employee who is in a duty status on a day that a federal, state, county or municipal election is held, will be granted the minimum hours necessary to provide three hours time either immediately after the polls open or before the polls close in order to permit the Employee to cast their ballot. Under exceptional circumstances, additional time may be granted not to exceed eight hours. Unit Employees who are off duty for three consecutive hours or more while the polls are open, shall not be granted excused time to vote. Any excused time to vote requires prior coordination with and permission from the Employees' supervisor. When permitted by voting regulations, Employees on or scheduled to go on Temporary Additional Duty (TAD) are encouraged to vote by absentee ballot.

(2) Unit Employees who vote in jurisdictions that require registration in person may receive excused time to register on the same basis as specified in paragraph 4(b) (1) above. However, it is understood that no excused time shall be provided to register if registration can be accomplished on a non-workday.

##### c. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

(1) The Agency will determine when inclement weather or any other emergency conditions are such as to warrant announcements of special reporting

instructions or excused absences, in accordance with procedures established by each base commander.

(2) When the AGENCY determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an Employee should or should not be charged leave for an absence depends upon the Employee's duty or leave status at the time of dismissal:

(a) If an Employee was on duty and was excused, there is no charge to leave for the remaining hours of the work shift after being excused.

(b) If an Employee was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged from the time the Employee departed until the time set for dismissal.

(c) Employees, who are on scheduled leave before notice of early dismissal is received, will be charged leave for the amount of time requested for that day.

(3) When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station prevents an Employee from getting to work on time or at all, the Employee may be granted administrative leave on a case-by-case basis.

d. BLOOD DONATION. The Parties agree that blood donation is in the best interest of the community and should be encouraged. Administrative leave may be granted up to two hours for this civic responsibility. The Parties agree to discourage scheduling blood donation within a two-hour requirement for driving, on or off duty.

e. BONE MARROW DONATION. Blood testing for the purpose of being placed on a Bone Marrow Donor Registry or as a potential organ donor is encouraged. Use of administrative leave is appropriate and the Agency will grant administrative leave when required. . If a Unit Employee is notified and requested to be a bone marrow or organ donor, they are entitled to seven days of paid leave each calendar year (in addition to annual and sick leave) to serve as a donor (as specified in PL103-329, Section 629).

f. ORGAN DONATION. If a Unit Employee is notified and requested to be an organ donor, they are entitled to up to thirty days of paid leave each calendar year (in addition to annual and sick leave) to serve as an organ donor per 5 U.S.C. 6327. For medical procedures and recuperation requiring absences longer absences, Agencies are encouraged to continue to accommodate Employees by granting additional time off in the form of excused absence, accrued sick leave and/or annual leave, as appropriate; leave without pay; and advanced sick leave and/or annual leave.

g. OTHER. The Agency may excuse Employees for brief periods for any other reasons that are deemed to be in the best interest of the community, public or the Department of the Navy.

#### 11.5 OTHER PAID LEAVE

a. ABSENCE OF VETERANS TO ATTEND FUNERAL SERVICES. Under certain circumstances, 5 USC 6321 provides for excused absence from duty for certain veterans to participate in funeral ceremonies for a member of the Armed Forces whose remains are returned from abroad for final interment in the United States. See the servicing HRO for details.

b. ABSENCE IN CONNECTION WITH FUNERALS OF IMMEDIATE RELATIVES IN THE ARMED FORCES. Under 5 USC 6326, an Employee is entitled to leave without loss of or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating, to make arrangements for, attend the funeral of, or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone. See the servicing HRO for details.

#### 11.6 COURT LEAVE

a. When a UNIT EMPLOYEE is under summons to serve on a jury or to qualify for jury service, or is subpoenaed as a witness, time lost from the work schedule will be charged to court leave, official duty time, annual leave or leave without pay as applicable. Figure I contained in this section outlines the regulatory benefits granted to UNIT EMPLOYEES who perform jury service or act as a witness.

b. If a Unit Employee is called to perform the above civic duties, the EMPLOYEE shall promptly notify their immediate supervisor or other appropriate authority in order that arrangements may be made for the Employee to perform the duties. Should extenuating workload considerations exist, the Agency may request that a Unit Employee be released from jury duty, with concurrence of the Employee, and subject to approval by the court. Such request does not relieve the Employee of civic responsibility UNLESS DISMISSED BY THE COURT.

c. When a Unit Employee is excused from jury service or as a witness, in time to permit the Employee to return to the duty site for at least three hours during the normal workday, the Employee shall do so or request annual leave.

d. Court leave will be granted only after the Employee presents the Agency with the original or true copy of the summons for jury service or the subpoena for witness service. Such documentation will be presented as soon as possible, prior to the beginning of jury or witness service. Upon completion of such service, the Employee will provide signed documentation from the court, which shows the dates of service.

e. A Unit Employee on court leave or official duty status for jury or witness service is not entitled to a jury or witness fee. An Employee is entitled to keep any court-determined expenses over and above any jury or witness fee. If a court should present an Employee with a fee, the Employee will present such fee to the Agency together with certification of service from the court as specified in paragraph (d) above, for proper disposition.

**Figure I**  
**Employee Absences for Court or Court-Related Services**

| <u>Nature of Service</u>                               | <u>Type of Absence</u> |                      |                             | <u>Fees</u> |                   |                    | <u>Government Travel Expense</u> |             |
|--|------------------------|----------------------|-----------------------------|-------------|-------------------|--------------------|----------------------------------|-------------|
|  | <u>Court Leave</u>     | <u>Official Duty</u> | <u>Annual Leave or LWOP</u> | <u>No</u>   | <u>Yes Retain</u> | <u>Yes Turn-in</u> | <u>No</u>                        | <u>Yes*</u> |
| <b>I. JURY SERVICE</b>                                 |                        |                      |                             |             |                   |                    |                                  |             |
| A. US or DC Court                                      | X                      |                      |                             | X           |                   |                    | X                                |             |
| B. State or local Court                                | X                      |                      |                             |             |                   | X                  | X                                |             |
| <b>II. WITNESS SVC</b>                                 |                        |                      |                             |             |                   |                    |                                  |             |
| A. On behalf of US or DC govt.                         |                        | X                    |                             | X           |                   |                    |                                  | X           |
| B. On behalf of state or local govt.                   |                        | X                    |                             |             |                   | X                  |                                  | X           |
| 1. In official capacity                                |                        |                      |                             |             |                   |                    |                                  |             |
| 2. Not in official capacity                            | X                      |                      |                             |             |                   | X                  | X                                |             |
| C. On behalf of private party                          |                        |                      |                             |             |                   |                    |                                  |             |
| 1. In official capacity                                |                        | X                    |                             |             |                   | X                  |                                  | X           |
| 2. Not in official capacity                            |                        |                      |                             |             |                   |                    |                                  |             |
| a. When a party is US, DC, or state govt.              | X                      |                      |                             |             |                   | X                  | X                                |             |
| b. When a party is not US, DC, or state or local govt. |                        |                      | X                           |             | X                 |                    | X                                |             |

\*Offset to the extent paid by the court, authority, or party which caused the employee to be summoned.

#### 11.7 MILITARY AND LAW ENFORCEMENT LEAVE

a. PURPOSE: To allow members of the Selected Reserve and National Guard the opportunity to participate in annual active duty training periods and provide assistance in enforcing the law, as in a riot, or to prevent looting following a natural or man-made disaster. The Parties agree that the Employee may not be denied hiring, retention in employment, or any promotion or other incident or advantage of employment because of their military obligations.

##### b. MILITARY LEAVE FOR EMPLOYEES ON RESERVE DUTY STATUS

(1) The Agency recognizes the obligation to cooperate with all reserve components of the Armed Forces by granting leaves of absence to their members for military training purposes in accordance with applicable laws.

(2) The Agency acknowledges the Employee may not receive official active duty orders for military training far in advance of the reporting date. However, the Employee is expected to give as much prior notice as possible in requesting leave for active or inactive military training to allow supervisors to accommodate their absences.

(3) Upon submission of official active duty orders received from their military reserve component to the Agency, eligible Employees shall be granted the appropriate regulatory amount of military leave with pay.

(a) Full-time Employees eligible for and using military leave receive 15-calendar day's credit each fiscal year or as allowed by law.

(b) Part-time Employees eligible for and using military leave will receive credit on a prorated basis.

(c) The credited military leave unused in a fiscal year may be carried over to the next fiscal year. The total carryover may not exceed the maximum allowed by law, currently 15 calendar days.

(d) Military leave is limited to a maximum number of calendar days during any one fiscal year, currently 30 days.

(e) Annual leave or LWOP may be granted when military leave is not applicable, or has been exhausted. Sick leave may be granted under strictly limited and controlled situations (see the servicing HRO).

(4) The AGENCY recognizes granting leave to perform active or inactive military training is a mandatory requirement. However, the mandatory granting of appropriate leave for active or inactive military training is based on the assumption the Employee has followed leave procedures and has provided acceptable documentation to the Agency.

(5) For periods of inactive duty, if annual leave is requested and is available, it will be approved. If LWOP is requested, it will be approved. Inactive duty is identified as weekend drills and military training of the Individual Ready Reserve.

c. LAW ENFORCEMENT LEAVE. The use of this leave is dependent on official military orders expressly for the purpose of aiding in law enforcement in such situations as riots, or prevention of looting in a natural or man-made disaster. Guardsmen may be ordered to duty by the governor of a state or may be federalized. This leave is different from that of military leave and the two leave categories are not interchangeable.

(1) The statutory limit for use of law enforcement leave is 22 workdays in a calendar year.

(2) Use is non-discretionary, neither the Employee nor the Agency may choose to use any other type of leave charge or excused absence for the purpose of law enforcement duty.

(3) Once law enforcement leave is exhausted, the Employee may request either military leave or other leave as applicable.

(4) For pay entitlements, gross military pay (exclusive of travel, transportation, or per diem allowance) received for law enforcement duties is offset against civilian pay entitlement, including overtime.

(a) Only military pay for those workdays within the normally scheduled tour of duty as a civilian are counted in figuring offset.

(b) Official vouchers submitted by the Employee upon their return are sufficient evidence for figuring offset.

d. DOCUMENTATION. Upon return from military or law enforcement leave, the EMPLOYEE will submit endorsed orders to the Agency for disposition.

#### 11.8 LEAVE DONOR PROGRAM

a. PURPOSE. A program under which annual leave accrued or accumulated by an Employee may be voluntarily donated to any other Employee who has a medical emergency that will likely result in a substantial loss of income due to the unavailability of paid leave. "Medical emergency" means a medical condition of an Employee or a family member of such Employee that is likely to require the prolonged absence of such Employee from duty.

b. APPLICATION TO BECOME A LEAVE RECIPIENT. An application by or on behalf of an Employee, who has been affected by a medical emergency, must be made in writing to the Agency to become a leave recipient. The Agency must approve or disapprove the request and notify the EMPLOYEE in writing within 10 working days of receiving the request and if denied, provide reasons(s) why denied. The Agency may use a variety of methods to publicize the leave recipient's need for donations of annual leave.

c. APPLICATION TO BECOME A LEAVE DONOR. An EMPLOYEE may make written application to the Agency to donate annual leave to a leave recipient. Leave donors and hours-donated are CONFIDENTIAL and will not be released. Annual leave may be donated with the following limitations:

(1) A minimum of one hour may be transferred;

(2) The maximum amount that can be donated is one-half of the amounts of annual leave, which would accrue in the leave year that the donation is made.

d. TERMINATION OF EMERGENCY. Termination of a medical emergency will occur when:

(1) The Employee or Employee's family member notifies the AGENCY in writing, that the medical emergency no longer exists;

(2) The Employee's employment is terminated from the Federal Service;

(3) The Employee's application for disability retirement has been approved;

(4) The Employee transfers to another agency;



(5) The Employee or the Employee's family member has expired; or,

(6) The Agency of a leave recipient determines, after written notice to the leave recipient with an opportunity for the leave recipient, (or, if appropriate, another person acting on behalf of the leave recipient) to answer orally or in writing that the medical emergency no longer exists.

e. RESTORATION OF DONATED LEAVE. Leave donors will be notified by the AGENCY of the termination of the medical emergency. At the end of the medical emergency, unused donated leave will be withdrawn and returned to the donors on a prorated basis subject to the limitations established by law.

#### 11.9 FEDERAL EMPLOYEES FAMILY FRIENDLY LEAVE ACT (FEFFLA)

a. PURPOSE. To provide guidance to the PARTIES of the provisions of FEFFLA.

b. This act allows Federal Employees to use sick leave to care for family members. A family member is defined as an Employee's parents; spouse and their parents; children including adopted children, and their spouses; brothers and sisters and their spouses; and any individual related by blood or affinity whose close relation with the Employee is equivalent of a family relationship.

c. Such care includes care as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment. This leave time can also be used to arrange or attend funerals for family members. Employees can use their sick leave for family members who have conditions for which an Employee would qualify for sick leave themselves, if afflicted personally.

d. Regulations provide that all covered full-time Employees may use a total of up to 12 weeks of sick leave each year for family care or bereavement purposes. Part-time Employees and Employees with an uncommon tour of duty should consult the servicing HRO to determine the number of sick leave hours they will be allowed under FEFFLA.

e. To request this type of leave, the Employee shall submit a leave application (SF-71) for sick leave and annotate "Family Friendly Leave Act" on the application. Medical documentation can be required by a supervisor in certain circumstances, see Section 2, SICK LEAVE, paragraph d, of this Article.

#### 11.10 FAMILY AND MEDICAL LEAVE ACT (FMLA)

##### a. PURPOSE AND ELIGIBILITY

(1) An Employee is entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for the following reasons:

(a) Birth of a child and care of newborn;

(b) Placement of a child with an Employee for adoption or foster care;

(c) Care for spouse, child, or parent with serious health condition;

(d) Serious health condition of the Employee.

(2) To qualify for the benefits under this act Employees must have completed at least 12 months of service (consecutive/non-consecutive) as an Employee of the Federal Government. Temporary and part-time Employees are specifically excluded from FMLA.

b. LEAVE SCHEDULING. Leave may be scheduled on a continuous, intermittent or reduced leave schedule.

(1) INTERMITTENT LEAVE. Leave taken in separate blocks of time rather than for one continuous period of time, and may include leave periods of less than one hour to several weeks.

(2) REDUCED LEAVE SCHEDULE. A work schedule under which the usual number of hours of regularly scheduled work per day or week of an Employee is reduced.

c. SUBSTITUTION OF PAID LEAVE FOR LEAVE WITHOUT PAY. An Employee may elect to substitute annual leave or sick leave, consistent with leave regulations, for unpaid leave for any part or all of the 12-week leave entitlement.

d. REQUESTS FOR FMLA LEAVE. To apply for FMLA leave, the Employee will submit a request at least 30 days in advance, if possible. In an emergency situation, notice from an Employee's family member or other responsible party will suffice until the Employee is able to contact the Agency to provide additional information.

e. MEDICAL CERTIFICATION. The Agency may require medical certification subject to conditions of the law. The Agency may also require periodic status reports on the Employee's ability or intention to return to work.

f. PROTECTION OF EMPLOYMENT AND BENEFITS

(1) An Employee who takes FMLA leave is entitled to be restored to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.

(2) If on leave without pay, an Employee may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the Employee contribution.

AMPLIFICATION. Employees who desire more specific information on FMLA should be referred to the servicing HRO for guidance and details.

ARTICLE 12 HOURS OF WORK

12.1 BASIC WORKWEEK

The basic workweek is scheduled on five (5) days, Monday through Friday. In the event of Agency required work on Saturdays and Sundays over an extended period of reasonable length, the five (5) day week may be modified to include Saturdays and Sundays. In these cases the two days outside the basic workweek shall be consecutive. The basic non-overtime workday shall not exceed eight (8) hours except as modified by agreed upon forms of Alternate Work Schedule (AWS). The occurrence of holidays shall not affect the designation of the basic workweek.

12.2 ACCOUNTING FOR EMPLOYEE TIME

It is agreed that management has the responsibility and the right to account for the hours each employee is at the work site and is free to use any

#### 15.4 CLASSIFICATION APPEALS

When an employee alleges inequities in his/her position classification, the employee may file a classification appeal with the Human Resources Office through the Navy system, or directly to the Office of Personnel Management (OPM). Decisions of OPM are final.

a. An employee may elect to be represented by the Union or other representative in filing an appeal.

b. Filing a classification appeal does not affect any right an employee may have to file appeals under other laws or regulations.

c. The Agency will furnish the classification standards and guidelines to the employee and/or the representative upon request.

#### ARTICLE 16 STAFFING AND MERIT PROMOTIONS

##### 16.1 GENERAL

a. The Agency reserves the right to fill any position temporarily or permanently, from among properly ranked and certified candidates for promotion or from any other appropriate source.

b. Employees are encouraged to seek advice and assistance from the Human Resource Office about the Merit Staffing Program or about a specific personnel action. Dissatisfactions that cannot be resolved informally may be submitted as a formal grievance.

##### 16.2 MERIT PROMOTION

a. In order to ensure a systematic and equitable means of filling vacancies and effecting promotion to Unit positions, the parties agree to adopt and incorporate the Human Resources Office/Human Resources Service Center's Merit Staffing Program into this Agreement with the exception of management identification of candidates, which will only apply to non-unit positions. The provisions of that plan shall govern all staffing and promotion actions concerning Unit positions to the extent not inconstant with applicable laws, rules, and regulations or higher authority and the terms of this Agreement.

b. The AGENCY agrees to fill vacancies and make promotions without regard to race, color, sex, national origin, non-disqualifying mental or physical handicap, political affiliation, religion, marital status, or labor organization membership or non-membership and shall base such actions on job-related criteria.

##### 16.3 UPWARD MOBILITY

Information on upward mobility program opportunities will be posted along with other merit promotion opportunities on the Southwest Division Intranet.

##### 16.4 NON-COMPETITIVE PROMOTIONS

Employees eligible for career and non-competitive promotions should normally be promoted as soon as they meet all requirements for promotion and demonstrate the ability to perform at the higher level. If the employee is not going to be non-competitively promoted to the next grade level, then the supervisor will notify the employee in writing 30 days prior to the employee's anniversary date explaining the reason why the employee will not be promoted. If the supervisor fails to provide this written notification, then the

supervisor will prepare work assignments specifically designed to allow the employee to demonstrate the ability to work at the higher grade level. The preparation, performance, and evaluation of this assignment should normally be completed within 45 days. At this point, the supervisor will either:

(1) Promote the employee.

(2) Develop a new Individual Development Plan with the employee to correct the identified deficiencies in the employee's performance.

#### 16.5 INFORMATION AVAILABLE TO APPLICANTS

After completion of the Merit Staffing Process, the following promotion data is available to any employee, or his/her representative, who was considered for a particular vacancy, upon written request to HRO:

- a. Whether or not they were found to be qualified;
- b. Whether or not they were in the group from which selection was made;
- c. Who was selected;
- d. In what areas, if any, they can improve their chances for future selection;

#### 16.6 DETAILS OVER 30 DAYS - TEMPORARY PROMOTION

An employee continuously detailed to a higher graded position in excess of thirty (30) calendar days will be temporarily promoted to the position, provided the employee is qualified and eligible.

#### 16.7 COMPETITIVE PLACEMENT PROCEDURES FOR PROMOTIONS OVER 120 DAYS

Competitive placement procedures will be applied for temporary promotions in excess of one-hundred twenty (120) days.

#### 16.8 ACCUMULATION OF EARNED LEAVE NOT A RANKING FACTOR

An employee's accumulation of earned annual or sick leave will not be a factor in the ranking criteria.

#### 16.9 TECHNOLOGICAL CHANGES

Whenever technological changes cause the abolishment of some positions and the establishment of others, the Agency, consistent with applicable regulations, will strive to utilize the skills and abilities of those employees adversely affected by the new technology. To this end, consistent with applicable regulations, the Agency will attempt to place adversely affected employees in existing vacancies for which they are qualified if the vacancies are to be filled.

#### 16.10 UPWARD MOBILITY PROGRAM

Upward mobility program placement may be granted at the discretion of management.

## ARTICLE 17 PERFORMANCE EVALUATION

### 17.1 ANNUAL EVALUATIONS

Employees will receive an annual performance evaluation by their immediate supervisor in accordance with the Pass/Fail SOUTHWESTNAVFACENGCOM Instruction Number 12430.1D or successor Instruction. The Agency will notify the Union when changes to the Instruction are required or proposed by the Agency.

### 17.2 ASSISTANCE IN MEETING PERFORMANCE EXPECTATIONS

Employees will be provided a copy of their annual performance appraisal and counseled in areas where improvement should be made. It is the supervisor's responsibility to communicate to employees the performance requirements of their positions. If applicable, appropriate training will be discussed.

### 17.3 PERFORMANCE PLANS

In establishing or making changes to performance plans immediate supervisors will encourage employees to participate in the process. All elements must be job related and be applied in a fair, reasonable, and objective manner. The use of leave by an employee is not an appropriate factor in the evaluation process. Employees will be provided copies of the performance elements and plan of their positions.

### 17.4 EMPLOYEE SIGNATURES ON RATINGS

When employees sign their performance plans it will not necessarily indicate concurrence with the appraisals.

### 17.5 90 DAYS OF PERFORMANCE BEFORE RATING

Appraisals will be based on an evaluation of the employees' performance against the elements and standards established at least ninety-days (90) prior to the formal appraisals in their current position, under their current supervisor.

### 17.6 UNACCEPTABLE PERFORMANCE

If, at any time during the appraisal cycle the supervisor determines an employee's performance falls below the acceptable level on a specific work assignment, Work Plan Objective, or critical element, the supervisor will determine the cause of the performance deficiency and provide assistance to the employee to improve his/her performance. When an employee's performance falls to this level, assistance must be provided in the form of a written Performance Improvement plan (PIP). The PIP is the: (1) written notification that the employee's performance has fallen below the Acceptable level, (2) employee's performance plan for the period indicated in the PIP, (3) notification to the employee of the critical elements and/or Work Plan objectives in which he/she is performing below the Acceptable level, (4) outline of the types of improvements the employee must demonstrate to attain an Acceptable level of performance, (5) offer assistance to the employee in improving their performance, and (6) specific, reasonable period of time to attain the Fully Acceptable level. The PIP period should be one of sufficient duration (at least 30 days), to give the employee a reasonable time to improve to the Acceptable level. The amount of time should be commensurate with the duties and responsibilities of the employee's position, and of sufficient time to allow the employee to show whether he/she can perform acceptably. Such assistance may include, but is not limited to formal training, on-the-job training, supervisory or peer coaching, special assignments, counseling and closer supervision. Once the employee has been

afforded this reasonable period of time to perform acceptably, but continues to be Unacceptable, appropriate action should be taken. Appropriate actions may be any of the following:

a. Assignment to a new PIP, with a new time period, job specific requirements, and improvements needed to become Acceptable;

b. Change in current duties;

c. Reassignment to another position in the organization. Reassignment may provide the employee with a change in work environment sufficient to improve the level of performance;

d. Demotion of the employee to a level where Acceptable performance can be achieved;

e. Removal of the employee from employment based on unacceptable performance as authorized by Office of Personnel Management regulations. It is important to note that when an employee's performance continues to be Unacceptable and the decision is made to remove the employee, such action must be based upon the employee's continued failure to improve and to successfully complete the job specific requirements outlined in the PIP.

In situations where employee's unacceptable performance is determined to be hazardous to health or safety, timeframes may be reduced as long as employees are given at least 30 days to improve performance. Disciplinary action may be taken for performance deficiencies. If the performance has not improved to an acceptable level, the Agency may initiate adverse action. In such cases, employees will be given written notice.

#### 17.7 WITHIN-GRADE INCREASES

With respect to within-grade increases (WGI's), a notice of negative determination will be given to an employee within 30 days after completion of the period upon which the negative determination is based. The negative determination notice shall contain the following:

a. The reasons for the negative determination and the specific critical elements, work plan requirements, or objectives, if applicable, that the employee is not performing acceptably and the performance standards necessary to support granting the WGI.

b. The employee's right to request reconsideration in writing not more than 15 days after receiving the notice.

c. For further information, employees and supervisors may consult the Personnel Management Advisor in the HRO.

#### 17.8 EFFECT OF OFFICIAL TIME ON RATINGS

Employees who are Union representatives will not be penalized in their performance evaluations as a result of time spent on representational activities under articles 4 and 5.

### ARTICLE 18 TOOLS AND CLOTHING

#### 18.1 SAFETY GEAR

Subject to the provisions of applicable regulations, the Agency agrees to provide eye and ear protection, hard hats, and safety shoes required for safety reasons for appropriate positions. The Agency agrees to provide

raingear with hoods and rain boots, one of each size (small, medium, and large) to each ROICC offices.

a. Employees will not be required to provide special tools and special equipment to perform their duties.

b. The Agency will provide special tools and special equipment to the employee as is reasonably required to perform their job duties.

#### ARTICLE 19 REDUCTION IN FORCE

##### 19.1 UNION NOTIFICATION

The Agency agrees to notify the Union of any realignment. Variations in workload at individual offices periodically require realignment of the work force by means of transfer of on-board personnel, reduction-in-force or recruitment of new personnel. The Agency, retaining the right to determine the specific actions necessary for accomplishment of the Agency mission, will give maximum consideration to the continued employment and desires of on-board personnel.

##### 19.2 VOLUNTARY REDUCTION

When reduction in personnel at any office of SOUTHWESTDIV is necessary, prior to any RIF action, qualified volunteers will first be solicited from the reducing office for no-cost transfers at employees' current series and grades to other offices where vacancies exist. If there is more than one qualified volunteer for transfer to a single available position at an employee's current grade level, selection will be made by seniority based on RIF Service Computation Date of qualified volunteers. The Agency will consider PCS moves subject to budgetary restrictions.

##### 19.3 COMPLIANCE WITH LAW AND REGULATION

All RIF actions will be carried out in compliance with applicable laws, regulations and this Agreement. A copy of the Fact and Justification sheet will be made available to the Union after headquarters approval of a RIF is received. Any "new" instruction or regulation, not listed in this agreement, if necessary, will be negotiated at the time a RIF is going to be necessary.

##### 19.4 RIF DATA

Sixty days prior to the RIF effective date, the Agency will give the Union a list of all competitive levels, as well as all trainee and developmental positions, within the competitive area, and make available retention registers of all bargaining unit members for review. A committee comprised of Union officers may review registers and other pertinent documents, but not individual employee personnel folders without the specific written authorization of the employee. The Agency will explain retention register standings as requested.

##### 19.5 COMPETITIVE AREAS

Competitive areas will be as follows:

Competitive Area I: Offices located within the San Diego metropolitan area, including Coronado island;

Competitive Area II: Camp Pendleton;

Competitive Area III: Seal Beach and El Toro;

Competitive Area IV: El Centro and Yuma

All other areas covered by this bargaining agreement will be separate competitive areas.

#### 19.6 UNION ORIENTATION ON RIF PROCESS

The Union committee will be given an orientation on RIF processes and procedures and will be advised on a periodic basis of changes or updates and their effect on employees.

#### 19.7 RIF CONSIDERATIONS

The Union may request that the Agency consider the following actions if they appear to be warranted in particular RIF situations:

a. Reviewing all of the following for the purpose of minimizing downgrades and loss of employment:

(1) Retirement of any employees

(2) Resignations

(3) Declination of job offers by employees

(4) Any other event that creates a vacant position at or below the current grade of an adversely affected employee for which he/she may qualify.

b. Restructuring positions to the maximum extent possible so as to enable adversely affected employees to fill positions.

c. Restructuring unfilled trainee positions to provide positions for journeyman employees who may be adversely effected.

d. Placing employees in positions for which they do not qualify if the employee could perform the duties of the position in a satisfactory manner within a 90 day period.

e. Developing a program to counsel and train employees to the extent practicable so that they may assume vacant positions for which they would otherwise not be qualified, and exploring with other Federal agencies and state and local authorities available training programs for adversely affected employees.

#### 19.8 RELEASE FROM COMPETITIVE LEVEL

Except as required by non-discretionary federal regulations, the Agency shall select employees for release from a competitive level only in inverse order of retention standings.

#### 19.9 RE-PROMOTION AND RE-EMPLOYMENT RIGHTS

Re-promotion and re-employment rights will be in accordance with 5 CFR 536.301.



## ARTICLE 20 HEALTH AND SAFETY

### 20.1 SAFETY LAW

Responsibility for safety is assigned by Public Law 91-596, Part IV, Safety and Health Provisions for Federal Employees and is the responsibility of the Command and all supervisors. The Agency and the Union will continue to cooperate to provide and maintain safe working conditions for all employees.

### 20.2 REPORTING UNSAFE CONDITIONS

In the course of performing their duties, employees and/or the steward shall be alert to matters of health and safety. If an unsafe or unhealthy condition is observed, employees and/or steward will report it to the appropriate supervisor for remedy. If the matter is not resolved in a reasonable period of time, in accordance with the urgency of the situation, the employee and/or steward shall report the matter to the Agency's Safety Officer.

### 20.3. ASBESTOS AND OTHER HAZARDOUS MATERIALS

No employees will be required to perform their duties in a known hazardous area without first being provided with protective clothing and qualified instructions on usage.

### 20.4 REPORTING INJURIES OR ILLNESSES

Employees will immediately report all injuries or illnesses that occur on the job, no matter how slight, to their immediate supervisor and a record will be made by the supervisor. The supervisor will assure that the employees are provided an annual explanation of their rights and options under the Federal Employee's Compensation Act, supply them with copies of the appropriate forms (i.e. CA-1, CA-2, CA-16, CA-17, CA-20, etc.) and insure that the forms are properly completed. Employees will be advised of their entitlement to initial selection of a physician or medical facility for treatment. Employees may be represented by a Union official or other person on any matter pertaining to an injury/occupational illness occurring in the performance of duty provided this representation has been authorized in writing by the employee. Employees (and/or their designated representative or other appropriate individual) are to complete the forms within 48 hours of the injury. The Agency will insure that appropriate (both Agency supplied and employee supplied) documentation is promptly processed when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. Upon request, employees shall be provided a copy of the completed forms. In addition, the Agency agrees to the following:

a. Employees who are temporarily unable to perform regularly assigned duties because of an on-the-job injury, but who are capable of returning to or remaining in duty status (as indicated by medical authority) may be assigned work compatible with their physical condition, or their regularly assigned duties may be temporarily tailored to the physical limitations identified by medical authorities.

### 20.5 INADEQUATE ENVIRONMENTAL WORKING CONDITIONS

The Agency agrees to ensure to a reasonable extent that there will be adequate lighting and ventilation in work areas. When the Union brings to the attention of the Agency instances of inadequate working conditions, the Agency will take corrective action based on Environmental Health standards and within a reasonable time frame.

## 20.6 SECOND STAGE SMOG EPISODES

a. During second stage smog episodes, the Agency will endeavor to restrict all outdoor work activities to minimum essential work only. Upon becoming aware of an impending or existing third stage episodes, the Union will meet with the Agency Head to discuss measures to alleviate employee exposure to such conditions.

b. In accordance with applicable laws and regulations, the Agency will provide medical examinations/screenings of employees exposed to physical contaminants, radiation, excessive noise, or toxic agents to determine if such exposure is adversely affecting their health. This effort will be handled through the Command Safety Manager/Industrial Hygienist.

c. Employees are to follow safe working procedures, refrain from unsafe work practices and abide by Agency and Host Base safety directives.

## 20.7 EMPLOYEE WELLNESS PROGRAM

OPNAVINST 5100.23E dated 15 January 1999 encourages the Agency to provide, to the extent possible, health education and lifestyle modification information to the individuals with Work-Related Musculoskeletal Disorders (WMSDs) symptoms. A wellness program supports an ergonomics program. A comprehensive wellness program should include weight control, physical fitness, smoking cessation (very important in WMSD injury prevention efforts), and stress management. The employee at risk of WMSDs may request to discuss his/her work schedule and a wellness program with their supervisor. The supervisor will give reasonable consideration to support the wellness program proposed within the work schedule.

## ARTICLE 21 DUES WITHHOLDING

### 21.1 PAYROLL ALLOTMENTS FOR UNION DUES

Unit members may authorize payment of Union dues by payroll allotment.

### 21.2 THE AGENCY AGREES:

a. That withholding of dues will commence with the first pay period beginning after receipt of the dues deduction authorization form by the Payroll Office and no later than the second pay period following receipt by the HRO.

b. To forward remittances of dues withheld to the Union on a bi-weekly basis, together with a list of names, employee numbers, amount withheld from each.

c. To furnish the appropriate form for revocation of payroll allotment to employees upon request.

d. To notify the Union of revocations of payroll allotments for dues withholding, by forwarding a copy of each revocation to the Union on a monthly basis.

### 21.3 THE UNION AGREES:

a. To provide the appropriate form for authorizing a payroll allotment to members of the Unit, distribute the form to the members, and to inform and educate members on the program.

b. To promptly notify the Agency, in writing, when a member who has authorized a payroll allotment is suspended or expelled.

c. To advise the Agency, in writing, of the official and the address to which remittance of dues withheld is to be mailed.

#### 21.4 TERMINATION OF UNION DUES

a. A payroll allotment for withholding dues shall be terminated when an employee leaves the Unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition of the Union, when this agreement is suspended or terminated by an appropriate authority outside of the Department of Defense, or when a member has been suspended or expelled from the Union.

b. Members of the Union may submit revocations of payroll allotments for dues withholding to the Union at any time. However, such revocations will not take effect until the first pay period after the one-year anniversary date and in October each year thereafter, provided the dues revocation form was submitted by the Union to the Labor Relations Office 30 days prior.

c. The Agency will provide Standard Forms, SF-1188 to the Union. If forms are not submitted 30 days prior to the expected effective date and this causes the employee to be charged for dues in error, the Union, not the Agency, will make restitution to the employee.

#### ARTICLE 22 TRAVEL

##### 22.1 TRAVEL COMPENSATION

a. Whether time spent in authorized travel by a nonexempt employee is to be considered hours of work under the FLSA depends upon the kind of travel involved.

b. Section 6101(b)(2) of title 5 United States Code, provides that an agency shall, to the maximum extent practicable, schedule the travel of an employee within the regularly scheduled workweek of the employee, i.e., during regular working hours. Further, section 5542(b)(2) of title 5, United States Code, provides that time spent traveling is only to be considered hours of work if;

(1) The time spent is within the days and hours of the regularly scheduled administrative workweek of the employee, including regularly scheduled overtime hours; or

(2) the travel (i) involves the performance of work while traveling, (ii) is incident to travel that involves the performance of work while traveling, (iii) is carried out under arduous conditions, or (iv) results from an event which could not be scheduled or controlled administratively.

c. Employees required to perform official travel will be given the opportunity to request travel during normal work hours by submitting the Agency travel request form to their supervisors.

d. Travel required by events that cannot be scheduled or controlled administratively will be compensatable if permitted by the Code of Federal Regulations, Comptroller General decisions, Office of Personnel Management (OPM) decisions, and Joint Travel Regulations.

##### 22.2 PAYMENT FOR TRAVEL EXPENSES

Employees who perform official travel for the Agency will be reimbursed for all authorized expenses at the maximum standard rate allowed by law and Government-wide regulations.

## 22.3 TRAVEL CARDS, ADVANCES AND OTHER REIMBURSABLES

a. Employees covered under this bargaining unit have certain rights and responsibilities. Those rights and responsibilities are governed by the Laws, regulations, and negotiated command instructions. It will be the responsibility of the Agency to notify employees annually, by e-mail or other means, that government travel card abuse may result in disciplinary or adverse actions. Notwithstanding this requirement, employees are responsible for proper use of the travel card.

b. Exempted employees may use one or a combination of the following for payment of authorized travel expenses:

- (1) Personal funds including cash or personal charge card;
- (2) Government travel Requests.

An individual exempted from mandatory use of the travel charge card may still use the travel card on a voluntary basis for official travel expenses.

d. Misuse of the travel card may result in disciplinary or adverse action per the agency disciplinary action instruction. Such employees may also lose authorization to use their travel charge card. When this happens, the employee is not required to use the travel charge card.

e. The employee may or may not authorize a credit check. There are two types of accounts; restricted, which is a result of not authorizing a credit check, and standard, which is normally issued to employees authorizing a credit check. These types of accounts have different dollar limitations.

f. Phone calls. Employees will be reimbursed for phone calls while in travel status if the calls are: one (1) four minute daily call to home, or related to unforeseen delays in returning or emergency situations.

## 22.4 RELOCATION EXPENSES

Employees affected by a change in duty station will be entitled to relocation expenses in accordance with appropriate travel regulations.

## ARTICLE 23 EQUAL EMPLOYMENT OPPORTUNITY

### 23.1 DISCRIMINATION PROHIBITED

The parties affirm equal employment opportunities to all employees and applicants in all aspects of employment. Discrimination against any applicant or employee because of race, color, religion, sex, age, marital status, physical or mental handicap or national origin is prohibited and constitutes the basis for disciplinary action. The Agency and Union will not tolerate EEO abuses. The EEO program must be supported through affirmative actions by the Union, management officials, and supervisors at all levels. The Agency agrees to provide EEO training to all supervisory personnel.

### 23.2 REPRESENTATION

An employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the complaint procedure, including final adjudication, has the right to be accompanied by a Union representative or any other person of his/her choice. The Union will be provided copies of reports and investigation results to which it is entitled, such as an EEOC summary,

where the Union is not the representative and the final adjudication will affect general conditions of employment of Unit employees

### 23.3 COUNSELORS

a. EEO Counselors will be available to all offices, including those outlying offices not serviced by their respective base HRO.

b. The names and telephone numbers of EEO Counselors will be posted on bulletin boards.

c. The "EEO COMPLAINTS PROCESS" chart will be posted on bulletin boards.

d. The Agency's EEO Policy Statement will be posted on bulletin boards.

### 23.4 SERVICE FOR HANDICAPPED EMPLOYEES

In accordance with the Americans with Disabilities Act (ADA) 1990, Rehabilitation Act Amendments of 1992, and the Agency's Affirmative Employment Plan, the Agency agrees to make reasonable accommodation to the known physical and mental limitations of qualified handicapped employees unless the Agency can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The Agency will make accommodations fairly and equitably. The following are examples of reasonable accommodations:

a. Making facilities accessible to and usable by handicapped persons;

b. Job restructuring;

c. Part time or modified work schedules;

d. Acquisition or modification of equipment or devices;

e. Adjustment or modification of examinations;

f. Provision for readers for blind persons and sign language interpreters for deaf persons at events such as staff meetings and Captain's Calls.

g. Leave to attend rehabilitation programs.

### 23.5 COMMITTEE MEMBERS

The Union may make nominations for EEO related committees such as the Federal Woman's Program, the Hispanic Employment Program, and the Cultural Diversity Board if and when such committees are formed.

## ARTICLE 24 CONTRACTING OUT

### 24.1 A-76 PROCESS

Contracting out bargaining unit work will be accomplished in accordance with the A76 procedures if over ten (10) employees will be effected. The Agency agrees to notify the Union within 30 days of proposed contracting out.

### 24.2 NOTIFICATION OF THE UNION

When the Agency notifies the Union of proposed contracting out, the Agency will call a special session of the Labor-management Partnership Council to meet and confer with the Union officials concerning the impact on bargaining unit employees and the implementation plan. It is agreed that existing

vacancies will be used to the maximum extent possible to place effected employees. An affected employee must be qualified for a vacant position and management reserves the right to determine whether or not to fill any existing vacancy.

#### 24.3 NOTIFICATION TIME FRAMES

The Agency agrees to notify the Union within 30 days for the proposed use of military personnel which could result in reduction-in-force or demotion of any unit employees. The Union shall be granted all privileges assured them in Sections 1 and 2 of this Article when a proposed use of military personnel will affect ten (10) or more employees.

#### 24.4 RETRAINING

When contracting out actions affects unit employees, the Agency will make a reasonable effort to determine and advise affected employees of existing retraining program opportunities which may qualify them for other jobs either within or outside the Department of the Navy.

#### 24.5 RIGHT OF FIRST REFUSAL

Government employees displaced as a result of the conversion to contract performance will be given the right of first refusal as required by OMB circulars A-76 or other applicable controlling directives.

#### 24.6 GRIEVANCES

Displaced employees may not grieve certain aspects of the contracting out process, but may file an appeal under the OMB Circular A-76 process regarding certain issues which are not grievable.

### ARTICLE 25 TRAINING

#### 25.1 POLICY

The Agency and the Union agree that training and career development are major tools in the development and maintenance of an effective and competent work force. Training will be provided to meet the needs of the Agency and to assist employees in reaching their full potential within the limits of available funds and existing and projected staffing needs. The parties recognize that training of designated representatives of the Union in certain aspects of labor-management relations may be of mutual benefit to the Parties and the public interest. Any hours of official time granted will be as per Article IV, Section 8.

#### 25.2 TRAINING PROGRAMS

a. Training and career development programs such as cross-training, rotational assignments, on-the-job training, formal training, and courses at local educational institutions are an integral part of the Agency's training system.

b. Agency's Upward Mobility Program may allow for, as funds permit:

- (1) Training cross-over slots for targeted technical positions; and
- (2) Training and experience to prepare lower graded employees for successful performance in targeted para-professional and technical positions.

c. The Agency agrees to provide training when necessary to employees affected by the introduction of technological change.

d. The Union may make recommendations concerning new training programs.

#### 25.3 TRAINING PROCESS

a. Training approved by the Agency will be accomplished at the Agency's expense, in accordance with applicable regulations. Approval of training will be based upon the needs of the organization, including:

(1) The availability of funds;

(2) Existing and projected staffing needs;

(3) The work requirements of the job;

(4) The potential use of the training by the employee in his/her current position;

(5) Expected development of the employee.

(6) Union officers will be considered for management training that is mutually beneficial to the parties.

Disapproval of training will be explained to the employee.

b. Employees selected for existing career development programs will have individual development plans if required by that program.

c. Other employees may request individual development plans at their annual performance appraisal. If the Agency agrees, the employee and Agency will work together to prepare an individual career development plan for the employee. The plan may include:

(1) Short and long range career goals;

(2) Training and development assignments designed to achieve career goals;

(3) Training experience that will improve the employee's knowledge, skills and abilities; and

(4) Training, if any, which is necessary to enable employees to meet requirements for career ladder progression.

d. The Agency will post notices of the availability of training courses and information on career development on official bulletin boards and the Southwest Division Intranet. Employees are further encouraged to contact the Employee Development Branch of the Human Resources Office for information concerning programs for job related career and self development. The Agency will maintain the information on availability of courses and provide notices of training opportunities to the Union.

#### 25.4 FURTHER EDUCATION

The Union will encourage employees to further their education to make themselves more valuable employees and will encourage them to participate in the Agency's training programs when made available.

#### 25.5 WORK RELATED COURSES

The Agency will reimburse employees for the cost of work-related courses taken on their own time when that reimbursement has been requested and approved in advance..

#### 25.6 RECORDS

The Agency agrees to record training accomplishments. This does not relieve the employee of the individual responsibility to keep his or her training record current and complete.

#### 25.7 CANCELLATIONS

In the event that it becomes necessary to cancel formally approved training, the Agency agrees to notify the affected employees whenever possible.

#### 25.8 EQUIPMENT

The Agency agrees to allow employees in supervisor approved training to use academic aids such as calculators, typewriters, and computers, if available on the premises of the Agency during reasonable non-duty hours. Use of such equipment will be allowed provided the equipment is not in use, subject to supervisory approval and equipment and security safeguards.

### ARTICLE 26 FACILITIES AND SERVICES

#### 26.1 UNION OFFICE

The Agency agrees to provide suitable office space for the Union. Once during the life of this agreement, the Union and the Agency may each request to relocate the Union office. The parties agree to bargain over the location of the office. Any office provided will have at least 200 square feet and be reasonably private and secure to assure confidentiality of records and conversations. The office will be air-conditioned. One parking space will be provided for the President of the Union. Janitorial services will be provided. These services will be coordinated by the Union.

#### 26.2 OFFICE FURNITURE

The Agency shall furnish office furniture. The following furniture and equipment will be furnished for the Union office: One (1) four-drawer lockable file cabinet, one (1) desk, three (3) chairs, one (1) table, one (1) computer with printer and mutually agreeable software. The Command will maintain said equipment and upgrade it as necessary to allow the Union to communicate by e-mail with managers and exchange documents. In addition, two (2) lockable four-drawer file cabinets will be furnished for use by the Chief Steward and Union Secretary, if elected from this bargaining unit.

#### 26.3 TELEPHONES

The Agency agrees that officers and representatives of the Union may use telephones and fax machines, within their assigned work areas and on a not to interfere basis, for handling employee representational issues. The Agency agrees to provide a separate telephone for confidential discussions between Union representatives and employees concerning employee grievances and complaints. The Union agrees that the Agency-provided telephone will only be used for local or DSN conversations with unit employees. Long distance calls made from government phones by Union officials will be in accordance with past practices.



#### 26.4 BULLETIN BOARDS

Bulletin board space shall be provided to the Union in each ROICC or satellite office and be within close proximity to the official bulletin board. Existing bulletin boards will remain intact without replacement. Whenever there is a requirement for a new bulletin board, that bulletin board shall be a minimum of 12 square feet. This board is for the Union's use only. It will be on a wall that is visible to all employees. The Union will be responsible for posting and removing material, and for maintaining its bulletin board.

#### 26.5 E-MAIL AND ELECTRONIC BULLETIN BOARDS

The AGENCY will provide the Union an e-mail address for representational use. The AGENCY will also provide an electronic bulletin board in the intranet address (NFFE/IAM LOCAL 2096 UNION) for their exclusive use. The AGENCY will provide this entire contract in the SWD bulletin board.

#### 26.6 PUBLICATIONS

The Agency agrees to make available to the Union and employees publications of the Office of Personnel Management (OPM), including the Code of Federal Regulations. The Agency agrees to place the Union on the appropriate distribution for all SOUTHWESTNAVFACENCOM instructions, notices and directives.

#### 26.7 SUBSCRIPTIONS

The Agency agrees to provide the Union annual subscriptions to the Federal Times, and the Federal Labor Relations Reporter.

#### 26.8 TELEPHONE DIRECTORY

The Union office and principal officers (president, vice presidents, secretary, treasure and chief steward) will be listed in the Command telephone directory. The Union office and officials that includes stewards will be listed in the classified section under a single heading for the Union, NFFE/IAM Local 2096. The Union will provide the Agency with current, updated information relating to the above.

#### 26.9 COPY MACHINES

The Agency's copy machines may be used by the Union on a reasonable basis.

#### 26.10 MAIL DISTRIBUTION

Command mail distribution service to and from ROICC offices and headquarters may be utilized by the Union for distribution to Unit members.

#### 26.11 LISTS

An alphabetical list of all Unit employees with position title, grade and organizational components will be furnished to the Union on a quarterly basis or upon request.

#### 26.12 QUESTIONNAIRE/POLLING

The parties agree that the Agency will inform the union prior to any surveys of unit employees initiated by the Agency. The Union will be provided advanced copies of the questions and a reasonable opportunity to comment.

Reasonable consideration will be given to Union concerns. Results of surveys regarding negotiable matters will be provided to the Union within the parameters of the Privacy Act. The Agency will inform the union of receipt of surveys from outside the Agency (eg., OPM) and the nature of the surveys.

#### 26.13 PARKING FACILITIES

The Agency agrees parking will be made available to unit employees subject to security and availability. One parking space will be provided for the president of the union. The Agency's parking policies are found in Instructions 5560.XXX.

#### 26.14 GOVERNMENT VEHICLES

Government owned or leased vehicles may be used for Union representational functions for which official time has been granted on/and between Government installations, and subject to the same restrictions as any other official use of government vehicles.

#### 26.15 REPRODUCTION OF COLLECTIVE BARGAINING AGREEMENT

The Agency will reproduce copies of the agreement and give the specified number to the Union for distribution. It is agreed that the CBA will be reproduced 5 1/2" x 8 1/2". The Union will be provided one copy for each BUE (at the time of printing) and an additional one hundred (100) copies of the agreement. The effective date and expiration date will appear on the cover of the agreement. The color of the cover will be light green. The agreement will be distributed within sixty (60) calendar days from approval. Reasonable numbers of additional copies will be provided within sixty (60) calendar days of request. Official time will be afforded the Union for distribution of the agreement.

### ARTICLE 27 AWARDS PROGRAM

#### 27.1 GENERAL

The Parties agree that the employee suggestion, and incentive awards programs are beneficial to both the Agency and the employee. The Parties mutually agree that safety, civil rights, productivity, efficiency and public service will receive emphasis in the awards program in accordance with 5 CFR 430 and 451. It is an appropriate matter for the Union/Management Partnership Council to periodically evaluate and review the unit's awards program and make recommendations to ensure effectiveness and understanding of the awards program.

#### 27.2 INCENTIVE AWARDS

An awards program shall be implemented in accordance with SOUTHWESTNAVFACCOMINST 12451.1X (Current version). The parties agree that an awards program is a method of recognizing and motivating employees to increase their productivity and creativity for the benefit of the Agency and the public. Awards programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility.

a. Special Acts - This award is a monetary award for special contributions such as heroic acts, inventions, special acts, savings to the government, civil rights, etc. It is given to recognize a specific accomplishment at a specific time. The amount is in proportion to the benefits realized by the government.

b. Sustained Superior Performance Award - This is a monetary award based on the performance of assigned tasks to a manner exceeding normal requirements as evidenced by a current summary rating of record.

c. Quality Step Increase - This is a one step increase to base pay to recognize employees with Satisfactory summary ratings and outstanding performance. The award is based on sustained high quality performance that is expected to continue into the future.

d. Time-off - Time-off Awards are an alternate means of recognizing the superior accomplishments or achievements of employees. Decisions to grant time-off awards shall be based upon the same criteria or circumstances as for any other award.

e. Suggestion Awards - A monetary award due to an adopted suggestion. The monetary amount is based on the benefits realized by the government.

f. Other - Other Incentive Awards will be specified in SOUTHWESTNAVFACENGC MINST 12451.1X and shall be based upon the same criteria or circumstances as for any other award.

### 27.3 PRESENTATION OF AWARDS

The Agency will schedule an appropriate presentation of an award for an employee. Names and summaries of accomplishments that merited the awards will be published promptly in employee newsletters.

## ARTICLE 28 PAY

### 28.1 PAY ERRORS

The Agency agrees to follow up on late paychecks, overtime payments, or deductions at whatever level of the Defense Finance Accounting Service (DFAS) is necessary to correct the problem.

### 28.2 PRIVACY OF CREDIT INFORMATION

Employee indebtedness or credit information will not be released or discussed, except as authorized by the Privacy Act or other law or regulation.

## ARTICLE 29 CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

### 29.1 GENERAL

The Agency shall maintain an Employee Assistance Program meeting the requirements of applicable laws, regulations and guidelines found in Public Law 91-616 and 92-255, Code of Federal Regulations Chapter 792, and appropriate implementing instruction. The Parties shall discuss and negotiate any Agency proposed changes or recommendations relative to the program for employees with medical/behavior problems. Employee participation in the program shall be voluntary, though supervisors have a responsibility to identify poor job performance and refer an employee to this program as corrective action.

### 29.2 POLICY

a. The Parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, the Agency will provide assistance, create an atmosphere of understanding and

attempt to remove the effects of social stigma in the workplace associated with the problem.

b. The Agency will attempt to provide employees with the appropriate assistance to overcome problems which contribute to poor performance or conduct.

c. It is a basic function of a supervisor to identify poor job performance and to take corrective action.

d. The Agency recognizes alcoholism, drug dependencies, mental illnesses, and other addictions may be treatable illnesses. Employees who have these illnesses will receive the same careful consideration and respect as employees who have other illnesses. The same consideration will be given to employees who have other personal problems that contribute to poor performance or conduct. Employees who may be impacted by other employees or family members with these illnesses will receive the same opportunities for services.

e. Diagnosis and treatment will normally be accomplished by referral of employees to outside professional treatment and assistance sources if the counselor believes the matter cannot be resolved in three or less visits.

f. The Parties agree that confidential handling of problems under this program is essential.

#### 29.3 RESPONSIBILITIES AND GUIDELINES:

a. The supervisor will refer an employee whose performance might be helped by the CEAP to the CEAP counselor.

b. Information on how to contact the CEAP counselor will be made available to all employees.

c. Conduct that has medical aspects, such as conduct which evidences emotional disorder, alcohol or drug abuse, will be addressed as a medical problem in an effort to facilitate rehabilitation of the employee.

d. The purpose of discipline is to correct the offending employee and maintain discipline and morale among other employees. The purpose of the CEAP is to correct unsatisfactory performance or conduct, hopefully before disciplinary action becomes necessary. Referring an employee for assistance is not a bar to taking disciplinary/adverse action. A reasonable expectation for recovery time of an employee in counseling will be taken into consideration in setting a performance period to correct his/her performance and/or discipline. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.

e. Participation in the program shall not jeopardize an employee's job security or his/her opportunity to compete for promotion, except as limited by laws and regulations relating to sensitive positions.

f. In accordance with regulations, sick leave will be granted for treatment or counseling sessions. Administrative leave will be granted for the first three supervisor-referred counseling sessions with the CEAP counselor during regular duty hours.

g. The Employee Assistance Counselor maintains an up-to-date listing of community facilities for treatment of medical/behavioral problems. Such

listing includes, when known, the costs of such services and eligibility requirements.

#### 29.4 CONFIDENTIALITY OF RECORDS

The confidentiality of records of employees with medical/behavioral problems shall be maintained. Neither the CEAP administrator, the Employee Assistance Counselor, the Union, nor any Agency official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent.

#### 29.6 EMPLOYEE NOTIFICATION

The Agency shall publicize the CEAP on official bulletin boards.

### ARTICLE 30 DURATION OF AGREEMENT

#### 30.1 DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the Secretary of Defense. The Agreement will be renewed on an annual basis unless either party serves the other with written notice of its desire to renegotiate.

#### 30.2 REOPENER

This agreement may be opened at any time for modification or amendment by mutual consent of the parties. A request for such reopening must be in writing and must include at least a summary of the proposed modification(s)/amendment(s). This agreement may also be reopened at any time for modification or amendment mandated or required by changes to Federal Law or government-wide rules and regulations which affect Unit employees. This agreement will also be opened at any time for modification or amendment due to changes in the services of the Human Resources Service Center, such as the introduction of the use of the Resumix system in applying for positions.

#### 30.3 SUPPLEMENTS

This agreement may be supplemented as follows:

- a. In accordance with Article 10.1, through mid-term negotiations;
- b. By Union initiated proposals not previously set aside during negotiations or within the scope of the Agreement; and/or
- c. Because of changes of applicable laws or regulations of appropriate authority which affect the provisions of this Agreement. A proposal by either party to negotiate such supplements shall cite the pertinent law or regulation and the Articles of this Agreement affected. Any such proposals shall be limited to the specific areas addressed by the law or regulation.
- d. Upon receipt by either party of the notice from the other party of its desire to negotiate supplement, both parties shall meet within forty-five (45) calendar days to begin negotiation.

#### 30.4 EXTENSION OF AGREEMENT

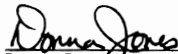
It is understood that the Agreement must be brought into conformance with law and regulations at the time a request for extension is submitted or automatic renewal is effected (subject to SECDEF approval).

30.5 APPROVAL OF AGREEMENT

This agreement shall become effective upon approval by the Secretary of Defense. If the Secretary of Defense does not approve or disapprove the agreement within thirty (30) calendar days from the date the agreement is executed by the parties, the agreement will automatically become effective 31 days from the date of execution.

THIS AGREEMENT, executed on the 11<sup>th</sup> day of June, 2002 by the Parties hereto, as evidenced by the following signatures:

For the Union, NFFE Local 2096/IAM:



Donna Jones  
Chief Negotiator/President

For the Agency:



G. A. Engle  
CAPT, CEC, USN  
Commanding Officer

## APPENDIX-A

### DEFINITIONS

The following definitions of terms used in this agreement shall apply.

ADR: Alternate Dispute Resolution. A method of dispute resolution using consent or consensus to achieve the interests of the parties.

Agency: SOUTH WEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND

Arbitration: The settlement of a dispute by a person specifically chosen by the parties to hear both sides of the dispute and come to a decision that is final and binding on both parties to the extent that it is not limited by stature or appropriate regulations.

BUE: Bargaining Unit Employee. Any member of the bargaining unit represented by the Union.

Days: All references to days are calendar days unless otherwise specified as work days.

Dispute: A grievance between the agency and the union. Disputes may be adjusted through the grievance procedure.

FMCS: Federal Mediation and Conciliation Service.

FLRA: Federal Labor Relations Authority. The Agency of the U. S. Government having oversight responsibility for the Federal Service Labor Management Relations Statute.

IBB: Interest Based Bargaining. A method of negotiation based on interests rather than positions.

Impasse: The inability of the Agency and the Union to arrive at a mutually agreeable decision concerning negotiated matters through the negotiation process as certified by a mediator of the FMCS.

Negotiations: The mutual obligation of the agency and the union to meet at reasonable times and bargain on appropriate issues relating to the terms of employment, working conditions which affect moral, and personnel policies and practices.

OPF: Official Personnel Folder.

Partnership: Employees, through their Union representatives, acting as full partners with management representatives to identify problems and craft solutions to better serve the agency's customers and mission.

PIP: Performance Improvement Plan.

Reasonable: Governed by or in accordance with reason or sound thinking, within the bounds of common sense or not extreme or excessive.

Team Leader: A nonsupervisory employee who provides leadership to other employees.

Union: National Federation of Federal Employees Local 2096.

Union member: Any dues paying employee in the bargaining unit.

Union Officials: Any union designated Steward or other Union Representatives.

Union Officer: Any duly elected officer of the Union.